GOODS AND SERVICES CONTRACT DOCUMENT

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT NO.: TENDER 269S/2020/21

CONTRACT TITLE:

SERVICING, DIAGNOSTIC TESTING, FAUILT FINDING AND REPAIRS (HYDRAULIC AND STRUCTURAL) OF AERIAL PLATFORMS, CRANES, TAIL LIFT, FORKLIFTS, WASTE COMPACTORS AND MISCELLANEOUS ASSET TYPES FOR THE CITY OF CAPE TOWN`S FLEET

concluded between

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY
(the "PURCHASER")

and

[redacted]
REGISTRATION NO. [redacted]
(the "SUPPLIER")

Contract Period:	**From commencement date until 30 June 2028**

[redacted]

The Contract
Preamble
Part 1: Agreements
Form of Offer and Acceptance
Schedule of Deviations
Part 2: Special Conditions of Contract
Part 3: General Conditions of Contract
Part 4: Price Schedule
Part 5: Specifications
Part 6: Occupational Health and Safety Agreement
Part 7: Supporting Schedules
Schedule 8: Contract Price Adjustment And/Or Rate Of Exchange Variation

[redacted]

PREAMBLE

WHEREAS line with resolution **SCMB 14/02/22** dated **07 February 2022**, the Purchaser awarded Tender 269S/2020/21 for the Servicing, Diagnostic Testing, Fault Finding and Repairs (Hydraulic and Structural) Of Aerial Platforms, Cranes, Tail Lift, Forklifts, Waste Compactors And Miscellaneous Asset Types for The City Of Cape Town's Fleet, to the Supplier, contract period from date of commencement until 30 June 2028;

AND WHEREAS in accordance with the City's Supply Chain Management Bid Adjudication Committee Resolution **SCMB 14/02/22** the contract award to **Independent Cranes CC**, for the following items:

1. **T1 Aerial Platform, Cranes and Tail Lifts**
2. **T3 Waste Compactors**
3. **T4 General Truck Hydraulics**

AND WHEREAS it is recorded that this Contract will be governed by the General Conditions of Contract of the **National Treasury General Conditions of Contract (revised July 2010)** ("**GCC**"), read with the Special Conditions of Contract ("**SCC**") as set out in the Contract.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Purchaser**"), herein represented by the **City Manager or his nominee** and duly authorised hereto;

1.2. [redacted] a close corporation registered in terms of the laws of the Republic of South Africa with registration no: [redacted] with its principal place of business situated at [redacted] (the "**Supplier**"), herein represented by its duly authorised representative, [redacted] his capacity as Member;

each a "**Party**" and together the "**Parties**".

2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

2.1.1. first, Form of Offer and Acceptance

2.1.2. second, the terms and conditions of the SCC;

2.1.3. third, the terms and conditions of the GCC, Part 5: Specifications and Part 4: Price Schedule;

2.1.4. fourth, Parts and schedules to this Contract; and

2.1.5. fifth, any other documents incorporated by reference.

[redacted]

2.2. If any ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.

2.3. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

3.1. The Purchaser hereby appoints the Supplier to perform the Scope of Work to the Employer from the Commencement Date.

3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence from date of commencement until 30 June 2028.

4. MUTUAL GOOD FAITH / CO-OPERATION

4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.

4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

5.1. The Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (Part 5: Specifications), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.

5.2. The Purchaser shall monitor and evaluate the Supplier's performance in respect of the Scope of Work (Part 5: Specifications).

6. OBLIGATIONS OF THE SUPPLIER

6.1. The Supplier hereby agrees and undertakes to perform the Services to the Employer as set out in Part 5: Specifications.

6.2. The Supplier will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.

6.3. The Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the goods and/or Services.

6.4. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Purchaser's reputation and goodwill.

7. PRICING DATA

7.1. The Contract Price for the Works shall be as set out in Part 4: Price Schedule.

7.2. The Supplier shall not be entitled to any other consideration for the rendering of the Goods and/or Services other than as provided for in this Contract.

[redacted]

DETAILS OF TENDERER

VOLUME 2: RETURNABLE DOCUMENTS
(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor ☑ Close Corporation ☐ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust ☐ Other.....

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	[redacted]
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	[redacted]
Postal address	[redacted] Postal Code [redacted]
Physical address (Chosen domicilium citandi et executandi)	[redacted]
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms [redacted] (Name & Surname) Telephone [redacted] Fax [redacted] Cellular Telephone: [redacted] E-mail address: [redacted]
Income tax number	[redacted]
VAT registration number	[redacted]
SARS Tax Compliance Status PIN	[redacted]
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	[redacted]
National Treasury Central Supplier Database registration number (See Conditions of Tender)	[redacted]

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PART 1.1 FORM OF OFFER AND ACCEPTANCE

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 269S/2020/21

SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS (HYDRAULIC AND STRUCTURAL) OF AERIAL PLATFORMS, CRANES, TAIL LIFT, FORKLIFTS, WASTE COMPACTORS AND MISCELLANEOUS ASSET TYPES FOR THE CITY OF CAPE TOWNS FLEET

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity ("the tenderer")	[redacted]
Trading as (if different from above)	

AND WH[redacted] (full names of signatory)

duly [redacted] on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s) and rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
   4.1 terms and conditions stipulated in this tender document;
   4.2 specifications stipulated in this tender document; and
   4.3 at the prices as set out in the Price Schedule
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

[redacted]

Signature(s)

[redacted]

Print name(s)
On behalf of the tenderer (duly authorised)

April 2021

Date

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[redacted]

TENDER 269S/2020/21
SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS (HYDRAULIC AND STRUCTURAL) OF AERIAL PLATFORMS, CRANES, TAIL LIFT, FORKLIFTS, WASTE COMPACTORS AND MISCELLANEOUS ASSET TYPES FOR THE CITY OF CAPE TOWNS FLEET

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Clause 1 to 7, and the sub-clauses therein, cited in pages 1 to 4 above;
Part 1: Agreements and contract data
Part 2: Special Conditions to Contract
Part 3: General Conditions of Contract
Part 4: Price Schedule
Part 5: Specifications
Part 6: Occupational Health and Safety Agreement

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

TENDER 269S/2020/21
SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS (HYDRAULIC AND STRUCTURAL) OF AERIAL PLATFORMS, CRANES, TAIL LIFT, FORKLIFTS, WASTE COMPACTORS AND MISCELLANEOUS ASSET TYPES FOR THE CITY OF CAPE TOWNS FLEET

The Parties	**Supplier**	**Employer**
Business Name	[redacted]	**City of Cape Town**
Business Registration		Not Applicable
Tax number (VAT)		4500193497
Physical Address		Civi Centre, Tower Block 12 Hertzog Boulevard Cape Town 8000
Accepted contract sum including tax	Rates based as per Part 4: Price Schedule	Rates based as per Part 4: Price Schedule
Accepted contract duration	from date of commencement until 30 June 2028	from date of commencement until 30 June 2028
Signed – who by signature hereto warrants authority	[redacted]	
Name of signatory		
Signed: Date	1/11/2022	09/11/2022
Signed: Location	Stikland, Bellville	Civic Centre
Signed: Witness	[redacted]	
Name of Witness		

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject ..... NONE.....

Details ..... N/A .....

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

PART 2: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. DEFINITIONS

Delete Clause 1.15 and substitute with the following

1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

Delete Clause 1.21 and substitute with the following:

1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001.**

Add the following after Clause 1.25:

1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded

1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

3. GENERAL OBLIGATIONS

Delete Clause 3.2 in its entirety and replace with the following clauses.

3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.

3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.

3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.

3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

[redacted]

3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
c) Initial delivery programme
d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

[redacted]

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION, COPYRIGHT, CONFIDENTIALITY, ETC.

Add the following after clause 5.4:

5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

5.6 Publicity and publication
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

[redacted]

5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. PERFORMANCE SECURITY

Delete Clause 7.1 to 7.4 and substitute with the following:

Not applicable

8. INSPECTIONS, TESTS AND ANALYSES

Delete Clause 8.2 and substitute with the following:

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.

10. DELIVERY AND DOCUMENTS

Delete clauses 10.1 and 10.2 and replace with the following:

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. INSURANCE

Add the following after clause 11.1:

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;

b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

d) Product Liability - necessary cover for losses if the Vendor is designing, manufacturing or fitting a particular/specific/custom component on any of the City's vehicles as part of the maintenance process.

e) Defective Workmanship - necessary cover for completion of rework as well as damage to the City's property which results from the defective workmanship / components.

[redacted]

f) Motor Traders Policy (internal risks) - necessary cover for accidental damage to City of Cape Town vehicles whilst on the premises of the Vendor; Loss of or damage to vehicles (not owned by the Insured) whilst on the Insured Property including liability to a third party.

g) Motor Traders Policy (external risks) - necessary cover for accidental damage to City of Cape Town vehicles whilst away from the premises of the Vendor. Loss of or damage to vehicles (not owned by the Insured) whilst in the course of a journey including liability to a third party.

As a general guideline it is expected that the successful service provider needs to cover his / her risk adequately for the chosen scope of work.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. WARRANTY

Add to Clause 15.2:

15.2 This warranty for this contract shall remain valid for **as specified in the specifications** after the goods have been delivered.

16. PAYMENT

Delete Clause 16.1 in its entirety and replace with the following:

16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Delete Clause 16.2 in its entirety and replace with the following:

16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. PRICES

Add the following after clause 17.1

17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An

[redacted]

appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

Refer to Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variations

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled **"Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 ADJUSTMENT FOR VARIATIONS IN RATES OF EXCHANGE:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **"Price Basis for Imported Resources"**.

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

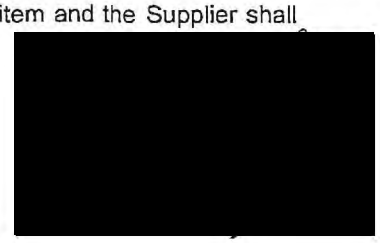
(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources** "shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.

17.5.2 ADJUSTMENT FOR VARIATIONS IN CUSTOMS SURCHARGE AND CUSTOMS DUTY

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled **"Price Basis for Imported Resources"** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall



advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

18. CONTRACT AMENDMENTS

Delete the heading of clause 18 and replace with the following:

18. CONTRACT AMENDMENTS AND VARIATIONS

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. SUBCONTRACTS

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if the were the acts, defaults or negligence of the supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relive the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

Delete Clause 21.2 in its entirety and replace with the following:

21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. PENALTIES

Delete clause 22.1 and replace with the following:

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or

[redacted]

performance.

The penalty for this contract shall be based on the Performance requirements as per the Key Performance Indicators (KPI's) as stipulated in the Specification. Tenderers will be performance monitored on a ad-hoc basis as and when required. The Tenderers will be defaulted as and when continued poor performance is monitored as described in the Specifications of this contract. Tenderers will be suspended from all work allocation until appropriate remedial actions are submitted and/or verified by the designated City of Cape Town officials.

22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relaying to breaches of the conditions upon which preference points were awarded.

23. TERMINATION FOR DEFAULT

Delete the heading of clause 23 and replace with the following:

23. TERMINATION

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:

23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

23.8.5.1 reports of poor governance and/or unethical behaviour;
23.8.5.2 association with known family of notorious individuals;
23.8.5.3 poor performance issues, known to the Employer;
23.8.5.4 negative social media reports; or
23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. TERMINATION FOR INSOLVENCY

Delete clause 26.1 and replace with the following:

26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or

26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).

[redacted]

26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

Amend clause 27.1 as follows:

27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. LIMITATION OF LIABILITY

Delete clause 28.1 (b) and replace with the following:

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

a) personal injury or loss of life to any individual;
b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants,

[redacted]

agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. NOTICES

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

a) hand delivered – on the working day of delivery
b) sent by registered mail – five (5) working days after mailing
c) sent by email or telefax – one (1) working day after transmission

32. TAXES AND DUTIES

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. REPORTING OBLIGATIONS.

35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

36. This Tender makes provision for the establishment of a fully compliant Workshop Facility inclusive of services and products as specified within the Geographical Boundaries of the City of Cape Town, within Ninety days (90 days) from contract commencment

36.1 The supplier must within ninety (90) days from commencement of the contract, establish a Workshop Facility within the Geographical Boundaries of the City of Cape Town (a graphic depiction of the aforesaid Geographical Boundaries is attached to the Specifications marked Addendum S: Geographical Boundary Of The City Of Cape Town.) which meets the requirements set out in Specifications **T1 Section 5.10, T3 Section 5.9, T4 Section 5.9** per Item of the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations.

36.2 The City of Cape Town shall perform only one (1) technical assessment of the Workshop Facility mentioned in clause 36.1 above, to confirm that it complies with the requirements set out in Specifications **T1 Section 5.10, T3 Section 5.9, T4 Section 5.9** of the Specifications and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Only once the technical compliance of the Workshop Facility has been confirmed in full by the City of Cape Town, after the aforementioned technical assessment, will work be allocated and/or products be procured from the supplier in terms of this contract. Should the supplier fail to establish a Workshop Facility which complies with the aforementioned requirements, within the ninety (90) days mentioned in clause 36.1 above or a reduced period

[redacted]

as contemplated in clause 36.3 below, this shall be a material breach of the contract and the City shall be entitled to terminate the contract forthwith and without further notice to the supplier.The date on which the aforementioned technical assessment shall be held, will not exceed two (2) weeks from expire of the ninety (90) days period.

36.3 The supplier may inform the City of Cape Town that it is ready for the technical assessment referred to in clause 36.2 above, earlier than the ninety (90) day period mentioned in clause 36.1 above, in which case the supplier shall forfeit the remaining days of the aforementioned period and the City of Cape Town shall be entitled to conduct the technical assessment at an agreed date and time between the parties,which shall not exceed two (2) weeks from receipt from the suppliers notification in terms of this clause. .

36.4 The supplier shall cooperate fully and in good faith with the City of Cape Town in arranging for and assisting the City of Cape Town with the technical assessment referred to in clause 36.2 above, including but not limited to providing the City of Cape Town with access to all parts of the Workshop Facility during that assessment and demonstrating to the City all aspects of the facility relevant for the aforementioned technical assessment.

36.5 Notwithstanding the contents of 36.1 to 36.4 above, the City of Cape Town reserves the right,at its sole discretion and on fourteen (14) days notice, to peform technical assessments of the Workshop Facility during the tenure of the contract as and when required, to ensure that the Workshop Facility meets the requirements set out in Specifications **T1 Section 5.10, T3 Section 5.9, T4 Section 5.9** of the Specifications in full, and otherwise meets the requirements necessary for the supplier to render the services contemplated in this contract and to meet its obligations. Should the outcome of the technical assessment be that the Workshop Facility is not compliant with the aforesaid requirement, this shall be a material breach of the contract.

36.6 The supplier shall submit to the City of Cape Town all documents as requested in the Specification as well as the responsive criteria mentioned in the tender document. All qualified staff employed by the supplier, Call-out vehicles (owned or leased) as well as tooling and equipment specified must be available for use by the supplier within ninety (90) days from commencement of the contract.

37. Protection of Personal Information

37.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

37.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

37.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.

37.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

37.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.

37.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

37.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard

[redacted]

38. Review Clause:

38.1 This Agreement is valid from the commencement date outlined herein and is valid until further notice. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

39. Performance Monitoring

39.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the contractor/supplier on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard.

[redacted]

INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO: 269S/2020/21

TENDER DESCRIPTION: SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS (HYDRAULIC AND STRUCTURAL) OF AERIAL PLATFORMS, CRANES, TAIL LIFT, FORKLIFTS, WASTE COMPACTORS AND MISCELLANEOUS ASSET TYPES FOR THE CITY OF CAPE TOWNS FLEET

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

PART 3: GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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1. DEFINITIONS

1. The following terms shall be interpreted as indicated:

   1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

   1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

   1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

   1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

   1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

[redacted]

1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 'GCC' means the General Conditions of Contract.

1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 'Project site', where applicable, means the place indicated in bidding documents.

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

[redacted]

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. STANDARDS

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. PERFORMANCE SECURITY

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. INSPECTIONS, TESTS AND ANALYSES

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

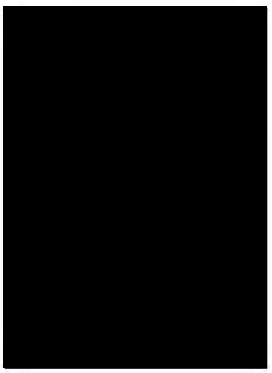
8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.



9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. INSURANCE

11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. TRANSPORTATION

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

(a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
(b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

[redacted]

15. WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. PRICES

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. CONTRACT AMENDMENTS

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. ASSIGNMENT

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

[redacted]

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

[redacted]

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
(i) the name and address of the supplier and/or person restricted by the purchaser;
(ii) the date of commencement of the restriction;
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier.

28. LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

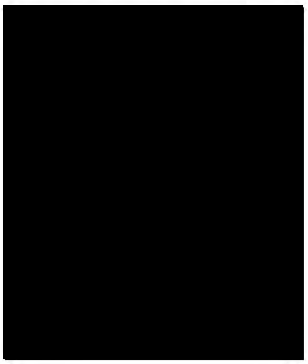
30. APPLICABLE LAW

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

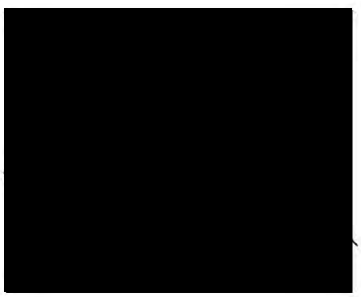
33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 PROHIBITION OF RESTRICTIVE PRACTICES

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.



PART 4: PRICE SCHEDULE

Pricing Instructions:

5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.

5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)) and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.

5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

5.4 All prices shall be tendered in accordance with the units specified in this schedule.

5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.

5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**

5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

5.8 The tendered "labour" rate is inclusive of normal hours, after hours, public holidays, weekends, expenses, disbursements and consumables costs that may be required for the execution of the tenderer's obligations in terms of the contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the contract as well as overhead charges and profit (in the event that the tender is successful). The tenderer "labour" rate will be used for fair and reasonability assessment. **The labour rate refers to all work i.e. structural as well as hydraulic repairs.**

5.9 A fixed 8% on the invoiced price of outsourced repair work / buy outs will be allowed. The handling fee is not applicable to in-house spares. It is only applied to any outsourced repair work or buyouts which includes specialist items / components which needs to be acquired in the course of the work required by this tender.

[redacted]

[redacted]

5.10 Regarding the Field Service, the Call-out Fee must be charged as a fixed value which includes all the costs to get to the specified location thereafter the hourly labour rate may be charged which is all inclusive of normal working hour costs, overtime hours, public holidays etc.

5.11 The tenderer submitting multiple items in the price schedule must complete each technical specification. No cross referencing between technical specifications is allowed.

5.12 The tenderer submitting multiple items in the price schedule may utilize one field service vehicle across such items.

5.13 Service Providers do not have to tender for all items as further detailed in Addendums T1-A, T2-A, T3-A and T4-A. Please complete the Table 1 below and submit the applicable rate.

Table 1: Category Selection and Specification Tendering for

Specification Reference	Description	Addendum	Select Yes / No
T1 a	AERIAL PLATFORMS	T1 - A	Yes
T1 b	CRANES	T1 - A	Yes
T1 c	TAIL LIFTS	T1 - A	Yes
T2	FORK LIFTS	T2 - A	No
T3	WASTE COMPACTORS	T3 - A	Yes
T4	GENERAL HYDRAULICS Hook lifts, tip trucks, skip loaders and similar	T4 - A	Yes

[redacted]

The tenderer is to provide a all-inclusive hourly labour rate and all-inclusive field service call out fee for any relevant work selected in Table 1

Item	Description	Cost Excluding VAT
1.1	Hourly labour rate	R 595 – 00
1.2	Field service call out fee	R 550 – 00
1.3	Buy-outs and/or handling fee% markup	8%

The following Table prices must be completed if Tendering for Specification T1 and/or T2

Item	Description	Unit of Measure	Cost Year 1
2.1	Lifting Machine Inspector Services (LMI) T1 – T2 6-month pre Inspection	Per Inspection	R 1950 – 00

[redacted]

2.2	Lifting Machine Inspector Services (LMI) T1 – T2 12-month inspection and load test and statutory compliance certification	Per Inspection	R 4405-00
2.3	Oil analysis sampling and report	Per Sample	R 550-00

[redacted]

[redacted]

TENDER 269S/2020/21 SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS (HYDRAULIC AND STRUCTURAL) OF AERIAL PLATFORMS, CRANES, TAIL LIFT, FORKLIFTS, WASTE COMPACTORS AND MISCELLANEOUS ASSET TYPES FOR THE CITY OF CAPE TOWNS FLEET

RECOMMENDED BIDDER	ORIGINAL TENDERED PRICE (RAND)	NEGOTIATED PRICE (RAND)
	[redacted]	
Item 2.1	R1 950.00	R970.00
Item 2.2	R4 465.00	R1 750.00
Item 2.3	R550.00	R255.00

In-house spares

In-house spares and / or parts handling fee % mark up	Each	0%

In-house spares or parts required during Servicing and Repairing activities will be charged at 0% mark-up as per clause 5.9 of the Pricing Instructions.

[redacted]

PART 5: SPECIFICATIONS T1, T3, T4

1. INTRODUCTION TO PANEL TENDERS

1.1. PANEL TENDERS

1.1.1. The technical specifications T1, T3 and T4 contained in this tender document form part of a procedure adopted by the City of Cape Town for the future procurement of repair and maintenance services from current and new service providers.

1.1.2. Each service provider (current and new) providing repair and maintenance services to the City of Cape Town must complete and submit this tender document in response to this tender request in order to become a panel member and to be considered for future repair and maintenance work requests from the City of Cape Town fleets.

1.1.3. The tenure of this and future panel tenders will be 3 years after which new submissions from service providers will be required to be submitted. If Section 33 of the MFMA (Municipal Finance Management Act) is applied to this tender, the tenure of the contract could be extended beyond three years.

1.1.4. The Successful Service Provider's must adhere to all National and Local statutory requirements. The City of Cape Town is not liable for loss of income due to the changing of services as a result of a Pandemic, Natural Disaster or equivalent occurrences. Appropriate insurance should be applied to cover for such occurrences. Proof in this regard is not required for this tender.

1.2. SERVICE PROVIDER ASSESSMENT

1.2.1. Successful tenderers who are responsive by virtue of valid tender document submissions shall be independently assessed on the level of compliance to various legal and technical criteria such as the Occupational Health and Safety Act, Environmental Acts and Municipal by laws and the level of technical expertise, staff and tooling and facilities the enterprise has available to supply the mechanical services as scoped in this tender.

1.2.2. The City of Cape Town reserves the right to conduct adhoc inspections of the tenderers IN-CONTRACT activities. Work will be suspended based on the severity of any adverse findings during the inspections.

1.2.3. It is a requirement of this tender that successful service providers in the panel demonstrate growth in their level of technical and legal compliance over the tenure of this contract. Failure to comply may result in work being suspended or may lead to a breach in contract.

2. TECHNICAL SPECIFICATIONS

The four technical specifications contained in this tender are listed below.

2.1. T1: Servicing, diagnostic testing, fault finding and repairs (hydraulic and structural) for the City of Cape Town's fleet of aerial platforms, cranes and tail lifts

2.2. T3: Servicing, diagnostic testing, fault finding and repairs (hydraulic and structural) for the City of Cape Town's fleet of waste compactors

2.3. T4: Servicing, diagnostic testing, fault finding and repairs (hydraulic and structural) for the City of Cape Town's general fleet of tipper trucks, hook lifts, skip loaders, roll backs and similar.

(13) SPECIFICATION – T1 AERIAL PLATFORM CRANES AND TAIL LIFTS

SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS (HYDRAULIC AND STRUCTURAL) OF AERIAL PLATFORMS, CRANES AND TAIL LIFTS.

1. **INTRODUCTION TO TENDER**

1.1. This tender calls for all current and emerging service providers to be part of a panel providing periodic servicing, diagnostic testing, fault finding and repairs (hydraulic and structural) of the City of Cape Town's fleet of aerial platforms, cranes, and truck mounted tail lifts.

1.2. The City of Cape Town has a fleet of approximately 2000 trucks fitted with hydraulically powered aerial platforms, cranes and tail lifts located at depots in the Western Cape. The fleet size fluctuates as vehicles are commissioned or decommissioned.

1.3. All tender documents as well as all supportive technical literature must be submitted on a suitably sized USB flash drive with the tender submission or upon written request.

2. **FLEET ASSETS UNDER REPAIR**

The City of Cape Town fleet assets to be addressed by this tender are: -

2.1. **AERIAL PLATFORMS**

Includes the maintenance, diagnostics, repairs and scheduled periodic services to the complete hydraulic power plant system and all associated structural steelwork as found on aerial platforms mounted on trucks, trailers and/or any other configuration of mobile aerial platform.

2.2. **CRANES**

Includes the maintenance, diagnostics, repairs and scheduled periodic services to the complete hydraulic power plant system and all associated structural steelwork as is found on cranes which are truck or trailer mounted and/or any other mobile crane combination such as a tipper truck with installed crane.

2.3. **TAIL LIFTS**

Includes the maintenance, diagnostics, repairs and scheduled periodic services to the complete hydraulic power plant system and associated structural steelwork attachment points on vehicles fitted with tail lifts.

3. **PRIMARY SCOPE OF WORK**

3.1. The work required of service providers in terms of technical specification T1 encompasses the installed hydraulic equipment, the associated electro hydraulic control equipment as well as the supporting steel structures to which the hydraulic equipment is attached.

3.2. The above-mentioned fleet assets need periodic and ad-hoc maintenance interventions i.e. dealing with scheduled services, hydraulic statutory inspections and load tests, diagnostic testing, fault finding, repairs, maintenance and breakdowns.

3.3. It will be required that service providers examine the list of assets in Addendum T1 - A and then select those which match his / her area of expertise.

3.4. The approved service providers forming part of this panel will be asked to perform such interventions either at his / her place of business as in the case of scheduled or periodic maintenance, or on site when dealing with breakdowns.

[redacted]

3.5. The service providers must be able to provide a complete range of maintenance interventions for the selected City of Cape Town's Fleet Assets. The periodic service schedule is as per (but not limited to) the typical servicing schedules indicated in Addendums T1 – F, T1 – G and T1 - H.

3.6. The service schedules or any updated amendments to such schedules will need to be aligned with the make and model of the fleet asset to be serviced, thus ensuring compliance to the OEM requirements.

3.7. Service providers may however form strategic partnerships with competent sub-contractors to assist with the scope and diverse locations over which the services required by this tender need to be provided. The service provider will however be held responsible and accountable for all technical and safety standards and regulations.

3.8. Any additional Service offering that can be offered by the service provider during the tenure of the contract must be communicated to the City of Cape Town. The City of Cape Town reserves the right to verify such services by means of an assessment.

3.9. The service providers who offer on-road breakdown services are to note the requirements of the service vans as stated in clause 5.11.

3.10. Fleet assets, accessories and associated equipment that are covered by an existing warranty with the Primary Tenderer, service plan or contract applicable to sub-contractors of the Primary Tenderer will be managed in terms of the agreements with the companies responsible where applicable.

4. APPLICABLE STANDARDS

All service providers must comply with all the applicable standards and legal requirements pertaining to their enterprise. The latest version or amendments thereof supersedes the standards or equivalent standards applicable to this specification: -

SANS 16368 Mobile elevating work platforms
ANSI 92.2 Vehicle – Mounted Elevating and Rotating Aerial Devices
SANS 19 The inspection, testing and examination of mobile cranes.
SANS 15442 Cranes – Safety requirements for cranes
SANS 12944-1 Corrosion protection of steel structures
ISO 4406 Hydraulic oil cleanliness level
SANS 1700 Fasteners – Hi Strength Structural
SANS 10044-2 Code of practice for welding
The Occupational Health and Safety Act of 1983
National Road Traffic Act No. 93 of 1996
Environmental Regulations of 1987
National Environmental Management Waste Act of 2008
Environmental Conservation Act 73 of 1989
Air Quality Management By-Law, 2016
Wastewater and Industrial Effluent By-Law 2013
SANS 10400: The application of the National Building Regulations (NBR)
SANS 17020:2012 Conformity assessment — Requirements for the operation of various types of bodies performing inspection

4.1. **Hydraulic Oil Standard and Procedures**
Service Providers must refer to Addendum A Sections 4, 5 and 6.

[redacted]

The successful Service Providers will be expected to ensure conformance to the standards as set in ISO 4406 as well as the requirements and control measure stated in Addendum A.

The City of Cape Town Fleet departments are aware of the current industry methods of material handling and storage of Hydraulic Oil. Successful Tenderers will be required to ensure full compliance to Hydraulic Oil maintenance as well as quality levels. Purchase Orders will not be issued to Service Providers found to be in contravention as well as liable for all costs associated with the impacted equipment.

5. GENERAL REQUIREMENTS FOR THIS TENDER

5.1. COMPANY PROFILE

A comprehensive company profile document will be required wherein is clearly stated: -

5.1.1. The company's mission statement detailing the company's commitment to Health and Safety, the Environment, Quality and strategies to ensure the high level of product knowledge required by its core of technical maintenance staff.

5.1.2. the service providers core business

5.1.3. An outline of the maintenance and repair of equipment similar to that required by this specification.

5.1.4. Key clients with description of major work undertaken for such clients.

5.2. STAFF COMPETENCIES

5.2.1. It is expected that technical staff (artisans and skilled workers) involved in the repair and maintenance of the type of fleet asset described in tender specification T1 must have had the necessary OEM in house product training and retraining and have applied that body of knowledge and acquired artisanal skills (in the case of skilled workers), extensively and successfully in the maintenance and repair of such equipment over a period of years in the service providers workshop.

5.2.2. All technical staff (artisans and semi-skilled) must have access to all the necessary industry standard proprietary workshop tools and equipment in order to fulfil the requirements of this technical specification for: -

5.2.2.1. Hydraulic equipment maintenance repair procedures
5.2.2.2. General structural engineering repair procedures
5.2.2.3. Steel corrosion protection / coating procedures
5.2.2.4. Addendum A and Addendum B has reference.

5.2.3. The service provider is to list all technical staff (artisans and semi-skilled) used in the repair, maintenance and diagnostics of the type of equipment scoped in this tender in COMPLETE AND SUBMIT ADDENDUM T1 - C STAFF DETAILS AND COMPETENCIES.

5.2.4. Documents in support i.e. qualifications, in-house product specific training and workshops attended will be required by the City of Cape Town during the evaluation phase of this tender.

5.3. LIFTING MACHINE ENTITY (LME) AND LIFTING MACHINERY INSPECTOR (LMI) CONDITIONS/ OPERATIONAL REQUIREMENTS

[redacted]

5.3.1. The Service Provider must ensure that regardless of the Type of LME and LMI's utilised, the LME must fulfil an oversight of all work activities (diagnostic testing, fault finding, repairs, maintenance and servicing) to ensure the correct OEM approved parts and engineering standards are complied with during the execution of said activities.

5.3.2. The Service Providers must submit a contract or proforma agreement with the tender submission or upon written request if the LME to be utilised is of a Type A (third Party) as defined by SANS 17020:2012.

5.3.3. Service Providers will be expected to provide a workflow and/or procedure of how the LME and LMI (Type A, B or C) links into the general repairs, servicing and maintenance procedures of the workshop facility to ensure full compliance with OEM design standards.

COMPLETE AND SUBMIT ADDENDUM T1 - C STAFF DETAILS AND COMPETENCIES

5.3.4. **STATUTORY, ANNUAL INSPECTION AND LOAD TEST**

5.3.4.1. The fleet assets in technical specification T1 shall in terms of the Driven Machinery Regulations clause 18 5(a), be subjected to mandatory inspections and full range load tests conducted by a LMI, in the employment or contracted with, of a LME as and when requested of the service provider by the City of Cape Town.

5.3.4.2. Service Providers who are registered LME's (Type B or C) or those utilizing external LME's (Type A), must ensure that both the LME and LMI's conducting statutory inspections and testing of lifting machines are registered with the Department of Labour as a Lifting Machine Entity (LME) and a certified LMI registered with Engineering Council of South Africa (ECSA) covering the category of the equipment being inspected. ADDENDUM G LIFTING MACHINE ENTITY has reference in this regard.

COMPLETE AND SUBMIT ADDENDUM T1 - C STAFF DETAILS AND COMPETENCIES

5.3.5. **LOAD TESTS**

All load tests conducted by the LMI must be in accordance with specific OEM specified design covering all facets of the equipment's functionality. The resulting report must contain, but not limited to, the following:

5.3.5.1. Actual hydraulic flow vs OEM standards at specified idling speed
5.3.5.2. Hydraulic pressure settings at specified idling speeds
5.3.5.3. Lifting machine full range cycle time at specified idling speeds
5.3.5.4. Boom hydraulic drop test readings
5.3.5.5. Oil analysis report

Addendum H shows the level of detail required in statutory testing methodology.

5.3.6. **LMI REGISTRATION CERTIFICATE COMPLIANCE**

5.3.6.1. It is required that the LMI holds an up to date certificate as per paragraph 1.2 of the ECSA POLICY STATEMENT R2/1J. Section 22(1) requires that a registered person has to renew his/her registration and has to apply in the prescribed manner to the Council for the renewal of his/her registration.

5.3.6.2. In the event that the certificate has lapsed, the LMI must take immediate steps to renew such certificate. The City of Cape Town reserves the right in this instance to allocate the

[redacted]

inspection and load test to another certified LME and/or LMI until such time that the LMI has received an up to date certificate.

5.3.6.3. The LMI's rendering services to the City of Cape Town are expected conform to all the mandatory ECSA requirements as well as the CPD (Continuing Professional Development) points in terms of Section 13(K) of the Engineering Profession Act 46 of 2000.

5.3.6.4. An up to date LMI certificate from ECSA with attached letter showing areas of expertise will be required by the City of Cape Town during the evaluation period of this tender.

Lapsed Certificates that may have occurred due to the National Lockdown will be afforded time to resubmit valid certificates. Tenderers will be required to submit reasons for certificates having expired.

Submit proof of application in instances where certificates have lapsed and renewal has not been received or a temporary certificate or upon written request.

5.3.7. **LME and/or LMI INVOICE**

If the LME and/or LMI conducting the statutory inspection and test, rejects the service providers work done in a repair / service prior to a statutory inspection, which necessitates rework and re-inspection, the cost of the rework and additional LMI inspection and / or test will be carried by the service provider i.e. only one LMI certification cost may be invoiced.

5.4. **BUSINESS LOCATION AND ZONING**

The requirements of the City of Cape Town Zoning Scheme Regulations of September 2012 applies in this instance.
Geographical representation of the City of Cape Town boundaries:
https://citymaps.capetown.gov.za/EGISViewer/

5.4.1. The workshop premises must be located within the geographical boundaries of the City of Cape Town and zoned for business activities in terms of the relevant by-laws of the City of Cape Town. The City of Cape Town will require a zoning certificate or a letter / e mail of application for such zoning, the latest municipal rates account for verification purposes or a Sworn Affidavit that they are appropriately zoned.

5.4.2. Service Providers who want to operate in a business zone which is not aligned to the scope of work in T1 must request dispensation from the City of Cape Town to operate their business. The City of Cape Town will require written evidence any such dispensation.

5.4.3. A zoning certificate may be obtained from the City of Cape Town's Department of Planning and Building Development Management department. Contact information per area is contained here:
http://www.mbawc.org.za/images/files/City%20of%20Cape%20Town%281%29.pdf

The City of Cape Town contact details for zoning is in Addendum I

5.5. **BARGAINING COUNCIL**

5.5.1. Service providers must be registered with the appropriate bargaining council pertaining to the type of work being undertaken in this tender, such as MEIBC: "The Metal and Engineering Industry Bargaining Council". Main Agreement Part 1 Conditions of Employment clause 1: Scope of Application of Agreement refers.

[redacted]

5.5.2. A registration certificate or a letter of intent / email written to the Bargaining Council concerned regarding registration will be required by the City of Cape Town during the evaluation period of this tender. All successful Tenderers must be registered at commencement of contract. Purchase Order's will only be issued once registration has been confirmed.

5.6. **HEALTH AND SAFETY PLAN**

5.6.1. Service Providers shall be expected to comply with all relevant health and safety laws and regulations in the execution of any work as scoped by technical specification T1 and as committed to by his / her signature in Schedule 9.
(See Addendum E HEALTH AND SAFETY COMPLIANCE CHECKLIST)

5.6.2. The service provider shall be expected to submit a Health and Safety Plan containing :-

5.6.2.1. A base line in-house risk assessment of his activities
(See Addendum J RISK ASSESSMENT AND ACTION PLAN SAMPLE)

5.6.2.2. An action plan to mitigate such risks identified
(See Addendum J RISK ASSESSMENT AND ACTION PLAN SAMPLE)

5.6.2.3. A Health and Safety Policy document indicating senior management's commitment to Health and Safety.
(See Addendum O SAMPLE HEALTH AND SAFETY POLICY)

5.6.3. The Health and Safety Plan will be required by the City of Cape Town as stipulated in the timeframes stemming from the independent assessment.

5.7. **ENVIRONMENTAL POLICY**

5.7.1. The service provider must have adequate measures in place to deal with waste streams generated in their work processes.

5.7.2. The service provider shall, where there is none, compile an Environmental Policy statement showing senior management's commitment to the protection of their environment. A sample Environmental Policy is in Addendum P ENVIRONMENTAL POLICY STATEMENT

5.7.3. The Environmental Policy document will be required by the City of Cape Town as stipulated in the timeframes stemming from the independent assessment.

5.8. **DISCHARGE OF INDUSTRIAL EFFLUENT AND REGISTRATION AS WASTE GENERATOR**

5.8.1. The tenderer shall have the necessary permissions from the City of Cape Town for the generation of waste in the course of business activities if he / she produces more than 20kg per day of hazardous waste. i.e. be registered as a Waste Generator.

5.8.2. Hazardous substances i.e. waste oils, workshop waste materials, chemicals, fluids and solvents etc. in use in their work processes in house and on-site calls shall be collected in leak free, clearly marked proprietary containers, safely stored and shall be safely disposed of. In this regard the service provider is to.

Complete Addendum T1 - I indicating the City of Cape Town approved waste disposal companies used.

5.8.3. All hazardous chemicals shall have Material Safety Data Sheets readily available.

[redacted]

5.8.4. The City of Cape Town may during the tenure of the contract request the panel member to provide the latest waste disposal certificates from the companies indicated.

5.8.5. Service Providers who discharge effluent into sewers or any waste water system as part of their business processes must have the necessary permits from the City of Cape Town to do so and must have an effluent treatment facility to ensure that the effluent so discharged is within specifications for acceptance by the sewer system.

5.8.6. If it is noted by the assessors that serious environmental violations are present in the workshop such as but not limited to untreated oil contaminated water / hazardous substances flowing into the storm water drains and sewer, the service provider, over and above the actions which could be taken by the City of Cape Town in terms of Clause 4 (2) (Protection of Municipal Sewers) of the Waste Water and Industrial Effluent Act, shall be declared non-responsive in terms of this tender or work will immediately be suspended until remedial actions have been instituted and verified by the designated authorities.

5.8.7. If during the tenure of the contract, cases of environmental regulation contraventions are observed, work will be suspended until such contraventions have been cleared to the satisfaction of the City of Cape Town and in accordance with the relevant environmental standards and by laws.

5.8.8. The application to discharge effluent permit forms may be downloaded at https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Application%20discharge%20industrial%20effluent%20to%20municipal%20system.pdf

5.8.9. The application forms to register as a waste generator may be downloaded at https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Waste%20Generator%20Application%20Form.pdf

5.8.10. The service provider's registration documents as a waste generator as well the effluent permits will be required by the City of Cape Town stipulated in the timeframes stemming from the independent assessment.

5.9. **QUALITY MANAGEMENT STANDARDS - MINIMUM REQUIREMENTS**

5.9.1. It is required that the service provider has a functioning quality management system based on generally accepted South African industry standard practices.

A guide on basic quality standards is given for information in Addendum M QUALITY MANAGEMENT GUIDE

The service provider's quality system must include:

5.9.1.1. An efficient communication system (telephones / fax machines)

5.9.1.2. An electronic storage system for bills of materials, technical data, job cards, parts etc.

5.9.1.3. An efficient materials / parts ordering system and store

5.9.1.4. The service provider shall use means such as log books, registers and planning boards for scheduling and monitoring work orders.

5.9.1.5. Bills of materials, replacement parts list for all fleet assets tendered for shall be available or accessible in hard or electronic format.

[redacted]

5.9.1.6. Appropriate technical specifications shall be available on the workshop floor in hard or electronic format.

5.9.1.7. A system to record all maintenance done on the City of Cape Town's fleet assets shall be provided and maintained for at least 10 years as per lifting machine regulations. Such information shall be easily traceable.

5.9.1.8. A proprietary accounting system shall be used to generate invoices and shall have financial reporting facility. Addendum F shows a typical sample invoice.

5.9.2. **QUALITY MANAGEMENT POLICY**

5.9.2.1. The service provider must, where there is none, draft a Quality Management Policy outlining the service provider's quality objectives and commitment to continual improvement of his / her business processes. A sample of such a document is in Addendum N QUALITY MANAGEMENT POLICY SAMPLE

5.9.2.2. The Quality Management Policy document will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required

5.10. Workshop Facility Requirements

5.10.1. Any Service Provider interested in providing the scope of work specified (local or those based in other provinces) will be permitted time to establish a fully equipped workshop inclusive of skilled staff, tools and equipment etc. within 90 days, within the geographical boundaries of the City of Cape Town.

5.10.2. The City of Cape Town reserves the right to inspect the tenderers premises at any time if one has been submitted with the tender submission or within the Ninety days (90 days) permitted from commencement of contract.

5.10.2.1. Failure to comply with the technical specifications with regards to the workshop contained in this tender can result in the contract being cancelled.

5.10.2.2. An actual site plan for established workshops and a typical site plan for those still to be established, will be required by the City of Cape Town during the evaluation period of this tender.

5.10.3. **ADEQUATE SECURE PARKING**

5.10.3.1. The service provider's premises must be able to accommodate the City of Cape Town's fleet assets with adequate **SECURE** parking in an enclosed secure environment under their control.

5.10.3.2. The City of Cape Town's vehicles shall be handled in such a way to prevent damage and theft during maintenance procedures.

5.10.3.3. Fleet assets shall be held in a lockable, secure building or yard after hours. The fleet asset remotes and ignition keys shall be kept in safe custody at all times.

[redacted]

[redacted]

5.10.4. **PREMISES SECURITY**

5.10.4.1. The service provider's workshop premises and parking area should have appropriate security measures in place in order to mitigate current and future risks during the tenure of the contract i.e. vandalism and property theft. The use of alarms with an armed response link is the preferred method.

5.10.4.2. If the assessors find that the security measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before any Purchase Order will be issued.

5.10.4.3. A copy of the contract between the security company and the service provider will be required by the City of Cape Town if applicable.

5.10.5. **WORKSHOP – FULLY ENCLOSED**

Service providers must have a fully enclosed, fully equipped workshop with adequate propriety equipment, fully equipped workbenches, artisan / skilled worker tools and access to the necessary technical standards, manuals and specifications to undertake the full range of repairs and maintenance required by this tender.

5.10.6. **WORKSHOP - STATUTORY REQUIREMENTS**

The workshop is to comply fully with statutory requirements as well as having: -

5.10.6.1. A fire risk survey certificate

5.10.6.2. An electrical compliance certificate.

The Fire Risk Survey Certificate and Electrical Certificate of Compliance must be supplied as and when requested by the City of Cape Town.

5.10.7. **WORKSHOP - DIMENSIONS**

The service provider's workshop(s) must be of sufficient dimension to accommodate the access, maintenance and testing procedures associated with the make / model of the vehicles scoped in this tender.

5.10.8. **WORKSHOP – LAYOUT**

The workshop layout must be in accordance with South African safe working practices and applicable codes of practice and shall have areas set aside for the various work processes such as: -

5.10.8.1. Receiving, pre inspection, final inspection area
5.10.8.2. Cleaning / wash area
5.10.8.3. Major servicing area
5.10.8.4. General engineering work (metal cutting, lathe work, welding work etc.)
5.10.8.5. Raw materials / steel storage area
5.10.8.6. Hydraulic repairs – general repairs, hose manufacture
5.10.8.7. If applicable: Hydraulic repairs – close tolerance work (Clean room required)
5.10.8.8. Spray painting area
5.10.8.9. Spare parts store
5.10.8.10 Bunded oils store
5.10.8.11 Tool store
5.10.8.12 Hazardous waste storage
5.10.8.13 Waste oil bin
5.10.8.14 LMI inspection and load test area (Optional: dependant of the Type (A, B or C) of LME utilised)

[redacted]

5.10.9. **MAINTENANCE SPARES STORE**

5.10.9.1. The service provider is to ensure spares availability in support of optimum turnaround times of the equipment serviced / repaired.

5.10.9.2. The City of Cape Town requires that fleet assets undergoing routine maintenance are not out of service for lengthy periods of time waiting for essential / fast moving spares.

5.10.9.3. Discussions will be held with service providers regarding acceptable waiting periods for essential and major spares which then will be entered as key performance indicators against which the service provider will be measured.

5.10.10. **WORKSHOP - PERSONAL PROTECTIVE EQUIPMENT**

All work on fleet assets in the bays i.e. cutting, grinding and welding must be executed with the requirements of the General Safety Regulations i.e. the use of PPE and protective screens where necessary is mandatory.

5.10.11. **WORKSHOP - GENERAL HYDRAULIC WORK AREA**

5.10.11.1 Any hydraulic repair work shall be undertaken in an area apart from the general engineering section where steel cutting, grinding or welding activities is done.

5.10.11.2 All hydraulic repairs done in this area are to be undertaken to OEM standards and procedures and accepted general engineering Codes of Practice.

5.10.11.3 All major hydraulic cylinder repairs requiring disassembly, repair and assembly must incorporate a cylinder condition report which shows the status of the cylinder components and repair procedures recommended. Such documentation is to be attached to the quotation sent to the City of Cape Town. Refer to Addendum A for basic hydraulic repair procedures.

5.10.12. **WORKSHOP - HYDRAULIC CLEAN ROOM (if Applicable)**

5.10.12.1 All repairs to close tolerance hydraulic equipment such as v proportional valves, actuators and valve banks must be done in a clean room set apart from general engineering activities.

5.10.12.2 All major hydraulic repairs done in house to hydraulic cylinders, hydraulic pumps, proportional valves, actuators and valve banks must undergo testing on a suitable hydraulic test bench to verify conformance to OEM standards. Tenderers will be expected to submit calibration certificates, in this regard.

5.10.12.3 All such repairs must incorporate a condition report which shows the status of the components and repair procedures recommended. Such documentation is to be attached to the quotation sent to the City of Cape Town. Refer to Addendum A 3.7

5.10.12.4 Where no such facility is available in house, a competent sub-contractor may be used for these functions. The company profile brochures of such key sub-contractors must be supplied on request from the City of Cape Town.

5.10.13. **WORKSHOP - INDUSTRY STANDARD FLOOR**

5.10.13.1 It is a requirement that any maintenance activities be carried out on an industry standard concrete floor able to prevent oil spillage soaking into the ground and meeting the requirements of the National Building Regulations, SANS 10400 and SANS 1019 -1,2 Latest. The workshop flooring must be capable of withstanding the mass of the trucks.

[redacted]

5.10.13.2 Spill containment measures must be in place i.e. conveniently located spill kits are to be available.

5.10.13.3 The independent assessor which includes industry experts will verify compliance to the applicable standards. Minor deviations identified will be transferred to the ADDENDUM D SUPPLIER DEVELOPMENT SCHEDULE with specified time frames during which the non-compliance identified need to be successfully addressed. Major non-compliances in this regard may render the tenderers submission non-responsive.

5.10.14. **WORKSHOP - FIRE PROTECTION**

5.10.14.1 Fire extinguishers must be installed at suitable areas in the workshop as a minimum requirement. Fire equipment is to be regularly serviced and certified as per statutory requirements.

5.10.14.2 If the assessors find that the fire protection measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before a Purchase Order may be issued.

5.11. **FIELD SERVICE VEHICLES**

5.11.1. It is expected that the service provider will have at least one fully equipped, roadworthy, adequately sized and properly branded panel van's or light delivery vehicle's suitable for field service work for the duration of this contract (field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place or have a contract in place with a competent sub-contractor for the provision of field services. In this regard, the tenderer must submit the pro-forma agreement or SLA with the sub-contracting party.

5.11.2. It is expected that the service provider's field service vehicle be sufficiently equipped as per the list (but not limited to) in Addendum T1 – E FIELD SERVICE VEHICLES

5.11.3. The field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place.

5.11.4. It is the tenderers responsibility to adjust field servicing capacity to meet the operational requirements of the City of Cape Town.

5.11.5. The company branding on the field service vehicles must be non-offensive to the public and must comply with the Code of Advertising Practice as required by the Advertising Standards Authority of South Africa. These vehicles are to be easily identifiable.

5.11.6. Staff manning such field service vehicles are to be provided with neat, presentable overalls (company branded) and to enforce that personal protective equipment is issued and used by the field service staff.

5.11.7. A valid vehicle registration certificate (if owned) or the leasing agreement or letter of intent of such leasing agreement and / or proof of a contract of such field services will be required by the City of Cape Town during the evaluation period of this tender.

5.12. **DRIVERS LICENCE**

The service provider is to ensure that all staff operating the City of Cape Town's vehicles for maintenance intervention purposes are in possession of valid relevant licences, certifications and City of Cape Town-issued driver tags.

[redacted]

6. GENERAL OPERATIONAL PROCEDURES IN CONTRACT

6.1. **NO IMPOSITION OF ANY OBLIGATIONS ON THE CITY OF CAPE TOWN**

The acceptance of service providers onto the panel in terms of this tender will not impose any obligation on the City of Cape Town to make use of the goods and services provided by such panel members nor is there any guarantee of service provider exclusivity as far as work allocation is concerned.

6.2. **AUTHORIZATION OF WORK**

Any work must be authorised by the designated City of Cape Town official and upon receipt of an official Purchase Order, prior to the commencement of the work.

6.3. **WORK ALLOCATION**

6.3.1. When maintenance interventions are required, a panel member will be selected to perform such interventions. In this regard the City of Cape Town will consider the service provider's.

6.3.1.1. Vendor location closest to the point of need.

6.3.1.2. Specialist expertise in the required work.

6.3.1.3. Capacity to do such work at the time of need.

6.3.1.4. Work related to warranty conditions.

6.3.2. The amount of work allocated will vary according to operational requirements and at the sole discretion of the City of Cape Town.

6.4. **ALTERNATIVE SERVICE PROVIDERS**

6.4.1. The City of Cape Town reserves the right to utilise other processes, alternative service providers or contracts in the event that the scope or volume of work as outlined in this contract cannot be fulfilled by panel members.

6.4.2. If the total cost of the work as well as the included buyout price is not considered to be fair and reasonable by the designated city official and consensus to reduce the total price cannot be reached with the service provider concerned, the City of Cape Town then reserves the right to acquire such goods and services using fleet business processes / other SCM mechanisms.

6.5. **WORK PERFORMANCE MONITORING IN CONTRACT**

All work allocated will be subject to performance management. See section 13 "SERVICE PROVIDER PERFORMANCE MONITORING KPI"

6.6. **PLANNED SERVICES**

6.6.1. The routine services must conform to OEM service schedules for the specific make and model of the equipment outlined in this tender.

6.6.2. Typical periodic service schedules required for the Aerial Platforms, Cranes and Tail Lift Trucks are depicted in Addendum T1-F (Aerial Platforms), Addendum T1 - G (Cranes) and Addendum T1 – H (Tail lifts).

6.6.3. The servicing lead times for various service types (minor, intermediate or major services) will be fixed in consultation with the service providers at commencement of the tender.

6.7. **OUTSOURCING / SUB-CONTRACTING**

6.7.1. Service providers may however not sub-contract the PRIMARY scope of work as is outlined in this tender.

[redacted]

6.7.2. The service provider may appoint sub-contractors for specialist work such as line boring and major hydraulic repairs i.e. cylinder repairs requiring hard chroming or repairs to hydraulic pumps, valve banks, and actuators and similar for which a handling fee of 8% on gross invoiced price may be charged to the City of Cape Town.

6.7.3. The use of outsourced services in no way reduces the liability or obligations of the service providers in terms of this tender.

6.7.4. Service Providers shall underwrite any warrantees of outsourced services used in the execution of the scope of work.

6.7.5. The Service Provider and all sub-contractors utilised during the contract period must make their business premises accessible for site inspections. Access must be given within 5 working days of request to perform routine inspections.

6.7.6. The service provider is to ensure that subcontractors comply with the requirements of this tender particularly as regards the standard and quality of goods and services requested. The service provider will be accountable for any deviations.

6.7.7. If deviations are noted during the tenure of the contract, the City of Cape Town reserves the right to suspend work until remedial action has been taken by the sub-contractor.

6.8. **BREAKDOWN AND REACTIVE MAINTENANCE REPAIRS**

The selected panel member will be requested to perform the following maintenance interventions as and when operational needs dictate:

6.8.1. **MINOR BREAKDOWNS**

For fleet assets requiring diagnostic testing, fault finding and repair work and which can be done at the specific operational site where the vehicle hydraulics system has broken down.

6.8.2. **MAJOR BREAKDOWNS**

Fleet items will be recovered to depots/workshops (City of Cape Town's workshop or the service providers workshop where diagnostic testing, fault finding and repair work may be required) as instructed by designated City of Cape Town officials on standby.

6.8.3. **MAJOR REPAIRS**

6.8.3.1. The City of Cape Town's technical team shall be approached for approval of any proposals made by the service provider for alterations, modifications and major repairs.

6.8.3.2. Any structural repairs to the lifting equipment must be undertaken by a specialised engineering company and signed off by a certified engineer. All documentary proof of such proposed repairs are to be sent to the designated City of Cape Town official.

6.8.3.3. Any non OEM spare parts used in the maintenance of an integral part of the lifting equipment must be supported by a detailed South African certified engineer's report with concise stress analysis utilizing industry standard safety factors prior to the commencement of the repair for approval by the designated City of Cape Town official.

6.8.3.4. Local manufacture of OEM components must utilize: -

1. OEM technical specifications
2. The manufacture of the replacement part needs to provide proof of conformance to the OEM technical specifications.

[redacted]

6.8.3.5. An LMI shall thoroughly inspect and test the lifting machines using OEM methodology after any major repairs which may have affected the capacity, stability or safety requirements.

6.9. **INSPECTION – PRE / FINAL:**

6.9.1. The trucks are required to be inspected and findings documented by the service provider on a pre-work inspection sheet upon receipt of the vehicle. A final inspection is to be done after maintenance interventions have been performed. Failure to comply will result in service providers being held liable for any damages or losses incurred.

6.9.2. Service providers are to note any vehicle defects becoming evident in the final inspection which could impact on the roadworthiness of the vehicle and to bring that to the attention of the City of Cape Towns designated official.

6.10. **DOCUMENTATION TO BE SUBMITTED WITH INVOICE:**

Documentation related to maintenance interventions carried out i.e. pre and post inspection sheets, lifting machine inspection sheet, job cards, hydraulic repair report, and load test certificates must be submitted to the various fleet departments with invoice. This shall form part of the vehicle history which shall be stored by the service provider for a minimum of 10 years as per Driven Machinery Regulations section 18.

6.11. **COMPANY BRANDING**

No company branding / stickers is permitted to be placed on City of Cape Town vehicles after any maintenance interventions.

6.12. **SERVICE PROVIDERS RESOURCES**

It is the tenderers responsibility to adjust his / her resources to meet the operational requirements of the City of Cape Town.

6.13. **WARRANTY ON REPAIRS AND MAINTENANCE**

6.13.1. The City of Cape Town will only accept a minimum of 12 months' warranty on workmanship, and parts from the day the vehicle was collected or delivered. All corrosion protection on rebuild of lifting equipment shall be 5 years, minor repairs shall attract a 2-year warranty and all instances shall be subject to fair wear and tear, misuse and accidental damage is excluded when proven to be so. Warranty claims will be allocated to the service provider who performed the initial work.

The existing companies' warranty terms and conditions are not applicable to this tender unless they are more favourable than the stipulated warranties listed above

6.13.2. As regards a breakdown due to the failure of goods and or services supplied by a service provider under warranty, the salvaging cost will be charged to the service provider if it is proved that the failure of such goods or services supplied was the root cause of the breakdown.

7. THE SERVICE PROVIDER'S OBLIGATIONS IN CONTRACT

Successful panel members should adhere to the following items in contract

7.1. **SUPPLY CHAIN MANAGEMENT COMPLIANCE**

The service provider must ensure that he / she continuously meets all SCM requirements during the tenure of the contract. It must be noted that no purchase orders for work can be placed with a service provider who fails to comply with this requirement.

[redacted]

7.2. **CHANGE IN SERVICE PROVIDERS CAPABILITY IN CONTRACT**

7.2.1. During the tenure of the contract, any changes in the capability of the service provider to work on different asset types other than those submitted in this tender, must be submitted for consideration and possible acceptance by the City of Cape Town.

7.2.2. The City of Cape Town reserves the right to validate such offerings by means of an assessment as a prerequisite to acceptance onto the service provider's initial service offering.

7.3. **INSURANCE RISK COMPLIANCE**

7.3.1. The service provider is to take note of the requirements of clause 11 (a) - (g) of the Special Conditions of Contract regarding Insurance.

7.3.2. The service providers with assistance of his / her broker is to clearly cross reference the requirements of Clause 11 (a) - (g) of the Special Conditions of Contract against the clauses of the "all risks" policies held by the service provider to enable proper evaluation of compliance in this regard.

8. SERVICE PROVIDERS DEVELOPMENT IN CONTRACT

8.1. **CONTINUOUS IMPROVEMENT**

8.1.1. It is an expectation of this tender that Service Providers participating in the panel tenders be actively involved in pursuing the statutory and legal compliance of his / her enterprise, the upliftment / development of their staff, equipment and facilities as well as the quality levels of supplied services to the City of Cape Town. See ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE)

8.1.2. The City of Cape Town reserves the right to conduct ad-hoc assessments during the tenure of the contract to monitor such progress. If any negligence to statutory conformance, gross misconduct as per the OHAS Act, Environmental Act and Building regulatory Act and poor performance as per the guidelines set out in this specification as well as the ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE), Work will not be allocated until remedial actions have been instituted based on the severity of the findings and proof has been submitted and accepted by the City of Cape town designated representatives.

8.2. **STAFF DEVELOPMENT**

This requirement needs to be viewed in the light of the sophistication of the City of Cape Town fleet installed equipment as well as ensuring accountability for the scope of repairs performed. Staff so skilled will ensure that the appropriate skills and competencies gained, as required by the OEM, are being utilised to perform the services requested. This will minimise the risk of damage to equipment and possible liability claims against the City of Cape Town that may arise as a result of inadequate skills and competencies of the service provider's staff performing the scope of the work.

8.2.1. **TECHNICAL SKILLS MATRIX (TSM)**

8.2.1.1. It is expected that the service provider where there is none, compiles a Technical Skills Matrix which is a needs analysis covering the relevant competency areas required by the OEM and indicate areas of compliance per employee.

8.2.1.2. The training needs identified in the TSM need to be transferred to the service providers annual Technical / Product Training Planner (PTP) for the scheduling of the necessary training courses.

[redacted]

8.2.1.3. The TSM plus the training schedule may be monitored during the tenure of the contract if/when adhoc inspections occur. Service Providers are expected to ensure that all staff meet the skills needed for the work allocated to them.

8.2.1.4. A basic guide to compiling a Technical Skills Matrix can be found in Addendum R. Any items / areas omitted deemed essential to conform to the OHSAS and /or the requirements of the OEM design engineer's maintenance standards needs to be added.

8.2.1.5. The Technical Skills Matrix as well as the training schedule needs to be formally authorised by the Service Providers designated authority representing the company.

8.2.1.6. **Technical Short Courses**
It is required that the employees identified as requiring training in the TSM be sent for training / upskilling in relevant areas i.e. hydraulics, structural repairs, diagnostics for the purposes of formal certification of their skills and to meet the scope of work offered for this tender.

8.2.1.7. **Training Institutions**
For the service provider's convenience, a list of training institutions offering short courses in hydraulic repairs and maintenance is listed in Addendum A clause 8 as well links for business improvement assistance in Addendum Q. Such skilled workers could eventually enrol into in an ARPL (Artisan of Prior Learning) programme once the qualifying criteria has been met. This will be entered into the ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE

8.2.1.8. The TSM is not to be construed with the Workplace Skills Plan required by the Skills Development Act although elements of the Technical Training Schedule (TTS) can be incorporated into the service providers formal Workplace Skills Plan.

9. SERVICE PROVIDER PERFORMANCE MONITORING KPI IN CONTRACT

SERVICE PROVIDER PERFORMANCE MONITORING KPI IN CONTRACT
The Service Provider may be measured through the means of Key Performance Areas (KPA). See Addendum C. Overall results will be categorised in the following areas. (Weighted result based on the Impact on Service Delivery)

GREEN	EXPECTATION MET	**AMBER**	INTERVENTION REQUIRED	**RED**	POOR PERFORMANCE

9.1. Each KPA will consist of Key Performance Indicators (KPI) that are combined with thresholds and targets.

9.2. Periodic meetings if required may be held with the respective user departments to discuss previous month's concerns and results from the KPA tracking.

9.3. The KPAs and KPIs may be amended as and when it is deemed necessary, with the involvement of the Service Provider.

9.4. Standard servicing times negotiated with the Service Provider must be adhered to. Additional work must be approved by the City of Cape Town for amended purchase order purposes and agreed upon adjustment of working lead time.

9.5. Repairs authorised must be completed within the agreed upon lead times.

9.6. Continued poor performance where the Service Provider stays within the Amber and or Red zones of the KPA document for 2 consecutive months, the City of Cape Town reserves the right to suspend all work allocations until corrective actions have been implemented.

9.7. Continued sub-standard work performance will also lead to the suspension of work and may result in the initiation of a default procedure as per clause 23 of the General Conditions of Contract. However, the service provider may be given a chance to rectify any sub-standard work within a stipulated time frame. During this period, the City of Cape Town reserves the right to utilise other service providers in order to mitigate any adverse operational impact.

10. SERVICE PROVIDER ASSESSMENT IN CONTRACT

10.1. TECHNICAL

10.1.1. The service provider will be independently assessed after the commencement of contract amongst other aspects, for the suitability of the workshop, the existence and use of all appropriate workshop tools and equipment, technical staff tools, applicable technical specifications and standards needed to perform the scope of work applicable to the asset types selected in T1 – A as specified in the tender.

10.1.2. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

10.2. HEALTH AND SAFETY

10.2.1. The assessment will gauge the level of compliance to the requirements of the Occupational Health and Safety Act and that the workshop risks to health and safety are documented and the steps taken by the service provider to mitigate such risks.

10.2.2. Where applicable, the basic elements of the Health and Safety aspects of the Occupational Health and Safety Act will be entered into the service providers ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE

10.2.3. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

10.3. ENVIRONMENTAL IMPACT

10.3.1. The service provider will be assessed as to his / her commitment to reducing the impact of his / her business activities on the environment and whether any serious non-conformances are evident.

10.3.2. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

[redacted]

(13) T1 ADDENDUMS - TABLE OF CONTENTS

ADDENDUM	HEADING
T1 - A	ASSET TYPES FOR REPAIR
T1 - B	WORKSHOP PREMISES AND FACILITIES
T1 - C	STAFF DETAILS AND COMPETENCIES
T1 - D	TECHNICAL COMPETENCIES
T1 - E	FIELD SERVICE VEHICLES
T1 - F	AERIAL PLATFORM INSPECTION
T1 - G	CHECK LISTS CRANE
T1 - H	CHECK LISTS TAIL LIFT
T1 - I	WASTE REMOVAL COMPANY REGISTER

[redacted]

(13) ADDENDUM T1 - A ASSETS FOR REPAIR - LIFTING MACHINES

NOTE FOR SERVICE PROVIDERS:

The following addendums should be provided at time of tendering or upon written request.

Service providers are to indicate their readiness in the relevant City of Cape Town asset(s) listed below by ticking alongside the relevant items.

Any additional offering will require supporting technical brochures and technical manuals. The City of Cape Town reserves the right to validate such offerings by means of an assessment prior to acceptance.

ASSET TYPE	ASSET TYPE TENDERING FOR:
Aerial Platform	✓
Cranes	✓
Taillifts	✓

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[redacted]

ADDENDUM T1 - B WORKSHOP PREMISES AND FACILITIES

SPECIAL CONDITIONS OF CONTRACT
Clause 36
This Tender makes provision for the establishment of a fully compliant Workshop Facility inclusive of services and products as specified within the Geographical Boundaries of the City of Cape Town, within Ninety days (90 days) from contract commencement.

Tenderer must indicate here if they are invoking SCC Clause 36 for the establishment of a Workshop Facility in-contract:

COMPANY NAME	[redacted]			
HEAD OFFICE ADDRESS	[illegible]			
WORKSHOP ADDRESS	Same		LATITUDE	[redacted]
GPS COORDINATES	LONGITUDE	[redacted]	HEIGHT (m)	[illegible]
WORKSHOP ENTRANCE	WIDTH (m)	25 x 22 m	TICK	
ITEM			COMMENT	
THE WORKSHOP	Workshop floor area	550 m²	Plus ± 5 [illegible]	
	Fully Enclosed Workshop	✓		
	Concrete floor suitable for scope of work	✓		
	Maintenance Spares Store	✓		
	General repairs, welding, cutting area	✓		
	Machine shop section	✓	designated area	
	Spray area / booth for anti-corrosive / paint treatment	✓		
	General hydraulic repair area	✓	designated area	
	Hydraulic clean room	✓		
	Hydraulic hose manufacturing area	✓		
	Hydraulic oil store	✓		
	Tool store	✓		
	LMI inspection and test area	✓		
FACILITIES	Restroom / Staff / Client toilets	✓		
HEALTH AND SAFETY	Personal Protective Equipment Store	✓		
	Safety signage	✓		

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TYPICAL IN HOUSE MACHINERY - IN SUPPORT OF A FULL RANGE OF REPAIRS AND MAINTENANCE INTERVENTIONS.		
Lathes, Milling machines	✓	
Drill press, Bench Grinders	✓	
Arc, CO2 and TIG welders	✓	
Oxy Acetylene torches	✓	
Bending brakes, Guillotines	✓	
Hydraulic hose crimping machines	✓	
Hydraulic test bench	✓	
Hydraulic press	✓	
Overhead cranes, jib cranes	✓	1 x 3 ton Overhead
ARTISAN / SKILLED WORKER TOOLS		
Tool box / cabinets with essential trade tools.	✓	
SECURITY		
Security system in place	✓	
ENVIRONMENTAL		
Waste oil bin	✓	
Effluent to storm water prevented	✓	
Effluent to sewer only via working oil traps	✓	
Oil spillage containment procedures - Spill kits	✓	
Hazardous Chemical Signage	✓	
Separated waste wheelie bins.	✓	
FIRE PROTECTION		
Fire Extinguishers	✓	6x Wet Chem

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(13) ADDENDUM T1 - C STAFF DETAILS AND COMPETENCIES

It is a requirement of this tender that only technically competent staff carry out the maintenance interventions on the City of Cape Town fleet assets described in T1.

LIFTING MACHINE ENTITY NAME	LME TYPE AS PER SANS 10331:2012 (SEE BELOW)
Bridgecrest Cranes	Type B

LIFTING MACHINE INSPECTOR	LMI NUMBER	LMI CERTIFICATE DATE	LMI LICENCED FOR
[redacted]	2016/20/82	19 June 2016	Vehicle mounted cranes, Hercol Mallows

STAFF CATEGORY	NUMBER OF STAFF PERMANENTLY EMPLOYED
TRADE QUALIFIED ARTISANS	1
SPECIAL WORKMEN	7
SPECIAL WORKMEN (WITH LESS THAN 3 YEARS RELEVANT EXPERIENCE)	None - all work done by qualified exp.
SPECIAL WORKMEN ENROLLED INTO AN AIPL PROGRAM	None at the moment

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NAME AND SURNAME	TECHNICAL QUALIFICATION	OEM / PRODUCT COURSES ATTENDED	MAIN COMPETENCY AREA	EXP (YEARS)
[redacted]	Semi-Skilled	Yearly Crane courses, In-house	Hydraulic Knuckle Boom Crane	7
	Semi-Skilled	Yearly Crane courses, In-house	Hydraulic Knuckle Boom Crane	4
	Semi-Skilled	In-house	Workshop assistant	4
	Semi-Skilled	In-house	Hydraulic Fitter	10
	Semi-Skilled	In-house	Workshop assist	15

The following are definitions extracted from the Standard SANS 17020:2012

Type A An inspection body providing first party inspections shall meet the Type A requirements of Clause 4.1 (third party inspection body).

Type B An inspection body providing first party inspections, second party inspections, or both, which forms a separate and identifiable part of an organization involved in the design, manufacture, supply, installation, use or maintenance of the items it inspects and which supplies inspection services only to its parent organization (in-house inspection body) shall meet the Type B requirements of Clause 4.2.

Type C An inspection body providing first party inspections, second party inspections, or both, which forms an identifiable but not necessarily a separate part of an organization involved in the design, manufacture, supply, installation, use or maintenance of the items it inspects and which supplies inspection services to its parent organization or to other parties, or to both, shall meet the Type C requirements of Clause 4.3.

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NQF Health & Safety | Fire fighting courses, ok Seesa
Various Crane, Hydraulics, Welding & Safety training plan
for Health and Safety, welded and CWPT courses

[redacted]

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[13] ADDENDUM T 1 - D TECHNICAL COMPETENCIES

The list below depicts typical workshop competencies and duties which should be present when considering repairs and maintenance to the fleet assets addressed in T1 and is not to be construed as a final list.

HYDRAULIC MAINTENANCE	CONFIRM
KNOWLEDGE Knowledge of the functions of the different components making up a hydraulic system, function and application of filters, installation techniques, function and application of reservoirs, basic hydraulic system operation, cleaning of hydraulic systems, hydraulic lubrication principles, and oil cleanliness as it affects system integrity. A good working knowledge of electronic / hydraulic control systems and the various interlocks and alarm systems and can do fault finding, repairs and adjustments to OEM standards.	Yes
REPAIRS Hydraulic cylinder maintenance, PTO repairs, gear pump repairs, slew gear repairs, valve bank repairs, reservoir repairs, hose manufacture, replacement on site hose repairs. Fault finding. Setting and adjusting safety electronic / mechanical interlocks and alarms to OEM settings, pressure relief valves. Annual inspection, performance / load testing.	Yes
SERVICING Changing hydraulic filters and other system components. Cleaning hydraulic reservoir. Performing preventive maintenance on hydraulic systems. Changing strainers on hydraulic pumps. Adding filtered fluids to hydraulic systems. Identifying potential problems on hydraulic systems. Changing hydraulic hoses, fittings or tubing.	Yes
GENERAL ENGINEERING	**CONFIRM**
KNOWLEDGE General fabrication, fitting and repair of mild steel, stainless steel and aluminium structural components using appropriate metal working tools and using proprietary profiles, fasteners and modern welding methods i.e. recognized engineering trades.	Yes
BASIC DUTIES: Fabrication and repair of the metal structures to which the hydraulic equipment is attached.	Yes
CORROSION PROTECTION	**CONFIRM**
KNOWLEDGE Abrasive blast cleaning, preparation of substrates for painting, spray paint application techniques (conventional spray, airless spray), brush and roller application. Knowledge of paint types (single packs, twin packs epoxies hardener activated) and solvents.	Yes
BASIC DUTIES The protection of all steelwork after hydraulic system repairs using industry standard preparation and priming methods and proper application of propriety primers and finish coats as listed above.	Yes
ENGINEERING STANDARDS AND CODES OF PRACTICE	**CONFIRM**
Technical staff proficiency in the use and interpretation of OEM and local and international generally accepted maintenance and servicing standards, schematic diagrams e.g. hydraulic circuits. Electronic circuits for diagnostic procedures.	Yes

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(13) ADDENDUM T 1 - D TECHNICAL COMPETENCIES

The lifting inspector (LMI) performing the statutory lifting machine inspection and load testing to OEM standards.

ANNUAL INSPECTION AND LOAD TESTING	UNDERTAKEN IN HOUSE	OUTSOURCED
AERIAL WORK PLATFORMS	✓	
CRANES	✓	
TAIL LIFTS	✓	

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(13) ADDENDUM T1 – E FIELD SERVICE VEHICLES

The service provider is to have at least one registered service vehicles for 24/7 breakdown services. Such vehicles may be owned or leased.

VEHICLE MAKE / MODEL	AGE	OWNED / LEASED/ CONTRACTED OUT	REG NUMBER
Toyota Hilux Double Cab	13	Owned	[redacted]
Nissan NP200 Pickup	6	Owned	

SUMMARY OF SERVICE VAN TOOLS AND EQUIPMENT

The following list comprises items which should be found typically in the service van to implement a range of field repairs. It is not intended to be a complete picking list.

ITEM	TICK	ADDITIONAL COMMENTS
Auxiliary power (Inverter or generator) for tools and lighting.	✓	
Communication equipment, vehicle tracking system.	✓	
Internal van lighting / External flood lighting.	✓	Ext LED flood lights only
Extension power cables.	✓	
General hydraulic technical specification manuals / charts.	✓	
Built in tool chests, readily accessible vice.	✓	
Small welding plant	✓	
Bench grinder, power tools.	✓	
Common hydraulic spares cabinets.	✓	
Crimping machine with standard dies, crimp fittings.	✓	
Hydraulic hose	✓	
Oil storage draining equipment.	✓	
Spill proof waste oil containers.	✓	
PPE and safety equipment.	✓	
A hazardous waste bin	✓	
A spill kit	✓	

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(13) ADDENDUM T1 – F AERIAL PLATFORM – INSPECTION PAGE 1

FOR INFORMATION – SIGN CONFIRMATION BELOW

The following are just typical periodic 6 and 12 month inspection items and are not to be construed to be a master list. The OEM items specific to the make and model of the aerial platform as well as normal hydraulic standard items will need to be inspected.

The servicing lead times which are given here are an example. Agreed upon servicing lead times will be used as a key performance indicator and used to measure the service provider's performance

6 Month Hydraulic Service	Annual Hydraulic Service	Annual Load Test
2 Days	5 Days	7 Days

FUNCTION AND CONTROLS P = PASS, F = FAIL, C = CORRECTED	P	F	C	N/A
1. All controls return to neutral / off position when released.				
2. All control levers properly colour coded.				
3. Detents properly lock controls in neutral /off position.				
4. Emergency stop switches arrest all platform movement.				
5. All functions and speed cut-outs operate properly.				
6. Manuel descent system and or auxiliary power system operates properly				
7. Brakes operate properly. (Swing and drive)				
8. The machine controls operate properly at platform and ground control stations.				

PLATFORM ASSEMBLY	P	F	C	N/A
1. Platform installed and secured. Mounting hardware free of damage and secure. Gate opens and latches properly.				
2. Platform guardrails and floor in place, secure and undamaged.				

BOOM ASSEMBLY	P	F	C	N/A
1. Boom section free of damage, distortion and excessive wear.				
2. All nuts, bolts, pins, shafts, shields, bearings, wear pads, locking devices, checked.				
3. Check levelling assembly for alignment and bush wear.				
4. Power track is free of damage, distortion and excessive wear. Cables hoses are properly routed, chafing or leaks.				
5. Inspect all cylinder pins, pivot pins, attaching & retention hardware for excessive wear.				

TURNTABLE	P	F	C	N/A
1. Hood doors open & latch properly.				
2. Hood props in place, secure and functioning properly.				
3. Turntable bearing, swing drive & gear secure and undamaged, properly lubricated.				
4. Check swing bearing bolt tolerance per the Service & Maintenance Manual.				
5. Check slewing gear and pinion for correct backlash.				
5. Turntable lock secure, undamaged & operable. (If equipped)				

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(13) ADDENDUM T1 – F AERIAL PLATFORM – INSPECTION	PAGE 2			
OUTRIGGERS	P	F	C	N/A
1. Foot pad condition				
2. Check attachment bolts and welding				
3. Outrigger / extendable axels operate properly.				
4. Check interlock valves and limit switches for correct operation.				
HYDRAULICS	P	F	C	N/A
1. All cylinders free of damage, corrosion and no evidence of leaks.				
2. All areas around hydraulic components free of oil, no evidence of leaks.				
3. Hydraulic oil free of contaminants. (Attach test results to inspection report)				
4. Change hydraulic filters on annual hydraulic service.				
4. Hydraulic level in tank correct and sight glass functioning correctly.				
5. Hydraulic tank cap tight & vent open.				
6. All hydraulic fittings & lines secure, free of damage, chafing & leaks				
7. Pump & motor secure, undamaged & free of leaks.				
DECALS	P	F	C	N/A
1. Operators & Safety Manual stored in manual storage box.				
2. Decals on operating levers.				
3. Capacity decals installed & legible at both platform & ground stations				
4. All safety & instructional decals installed, secure & legible.				
BUCKET	P	F	C	N/A
1. Bucket condition				
2. Bucket liner condition				
3. Upper control operation decals				
4. Levelling system pins / bushings / seals.				
5. Hydraulic hoses and fittings.				
TESTING (OHASA - DMR 18 (5).)	P	F	C	N/A
1. Stability rear				
2. Stability left				
3. Stability right				
4. Load test				
GENERAL	P	F	C	N/A
1. Lift is free of unauthorized modifications or additions.				
2. Paint and overall appearance.				
4. Colour coded grease nipples.				
5. Inspect general structural condition including all welds.				
6. Grease and lubricate per OEM standard.				
7. Operate machine to test all machine functions as per OEM standard.				
8. Record inspection date.				

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(13) ADDENDUM T1 - G CHECK LISTS CRANE PAGE 1

FOR INFORMATION – SIGN CONFIRMATION BELOW
The following are just typical 6 and 12-month inspection items and are not to be construed to be a master list. The OEM items specific to the make and model of the crane as well as normal hydraulic standard items will need to be inspected. Agreed upon servicing lead times will be used as a key performance indicator and used to measure the service provider's performance

6 Month Hydraulic Service	Annual Hydraulic Service			Annual Load Test			
2 Days	5 Days			3 Days			
	P = pass, F = fail, C = corrected, N/A = not applicable						
P.T.O	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Switch		*	*				
Warning light		*	*				
PTO Bracket & bolts		*	*				
PTO Engaged		*	*				
PTO Disengaged		*	*				
PTO Close couple		*	*				
Cable & linkages		*	*				
PUMP	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Bearings and Gear (noise)		*	*				
Leaks gaskets		*	*				
Leaks seals		*	*				
Pressure line(pump)		*	*				
All clamps & straps		*	*				
Check oil flow rate		*	*				
RESERVOIR	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Oil leaks		*	*				
Check strainer condition			*				
Site glass		*	*				
Suction lines (leaks)		*	*				
Filter (leaks)		*	*				
Check filter for metal particles			*				
Change Oil			*				
Replace filter			*				
Return line (leaks)		*	*				
Filler cap & gasket		*	*				
Mounting bolts condition			*				
Mounting straps condition			*				
CONTROL LEVERS	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Operation Decals		*	*				
Control knobs		*	*				
Links			*				
Pins			*				
Control rods			*				
Dust covers		*	*				
VALVE BANK	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Spools leaking, rusted		*	*				
Levers must return to centre		*	*				
Set main pressure			*				

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(13) ADDENDUM T1 - G CHECK LISTS CRANE		PAGE 2					
MAST	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Side play (Backlash)			*				
Bushes (wear)			*				
Cracks			*				
Rust		*	*				
Hoses & clamps		*	*				
OUTER JIB	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Check for cracks		*	*				
Check for rust		*	*				
Check pins for wear			*				
Check bushes for wear			*				
EXTENSION BOOM	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Check for rust		*	*				
Check for wear		*	*				
Check pins for wear			*				
Check bushes for wear			*				
Replace wear pads			*				
Replace collers			*				
MAIN BOOM CYLINDER	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Check pins for wear			*				
Check bushes for wear			*				
Cylinder rod (marks)		*	*				
Seals (leaks)		*	*				
Hoses (wear & tear)		*	*				
OUTER BOOM	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Seals (leaks)		*	*				
Cylinder rod (scored)			*				
Cylinder pins (wear)			*				
Bushes (wear)			*				
EXTENSIONS	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Cylinders (leaks)		*	*				
Cylinder rods (marks)			*				
Extension point wear			*				
Check steel pipes		*	*				
Check hoses		*	*				
Check wear pads			*				
Check for cracks		*	*				
Check alignment- bent		*	*				
HOOK	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Eye (wear, cracks, rust)		*	*				
Pin & nut (wear)		*	*				
Safety clip & spring		*	*				
Thrust washer		*	*				
R - Clip		*	*				
Hook (rust)		*	*				
Hook (damage)		*	*				

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(13) ADDENDUM T1 - G CHECK LISTS CRANE PAGE 3

MOUNTING BOLTS	COMMENTS	6	12	P	F	C	N/A
Rust & wear		*	*				
Tighten all bolts			*				
Stoppers in place		*	*				
Lock nuts			*				
CRANE BASE	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Base (cracks)		*	*				
Base (rust)		*	*				
Slew bushes (wear)			*				
Slew gears (Backlash)			*				
Slew cylinder (leaks)		*	*				
Bridge plate (wear)		*	*				
PIPES AND FITTINGS	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Grease all nipples		*	*				
Protective sleeving on all hanging pipes			*				
Metal pipes (rust)		*	*				
Metal pipes (leaks)		*	*				
Hoses (wear)		*	*				
Hoses (leaks)		*	*				
Pipe clamps & bolts		*	*				
Pipe fittings		*	*				
OUTRIGGERS	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Footplates		*	*				
Rods (scored)		*	*				
Rods (bent)		*	*				
Tubes (bent)		*	*				
Slides (cracks)		*	*				
Slides (bent)		*	*				
Lock valves		*	*				
Lock pins		*	*				
Hoses & fittings		*	*				
Steel pipes		*	*				
Leaks		*	*				
Rust		*	*				

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FOR INFORMATION ONLY – SIGN CONFIRMATION BELOW

The following is a typical list of 6 / 12-month inspection items for the tail lift which should be investigated by the service provider. The OEM items specific to the make and model of the tail lift as well as normal hydraulic standard items will need to be inspected. It is not to be construed to be a complete list.

6 Month Hydraulic Service	Annual Hydraulic Service	Annual Load Test					
1 Days	1 Days	1 Days					
	P = pass, F = fail, C = corrected, N/A = not applicable						
HIGH PRESSURE CLEAN	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Clean the tail lift to make all greasing points, welding seams, bolt and pin connections, hydraulic pipes and couplings clearly visible for inspection		*	*				
GREASING	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Grease to OEM grease plan		*	*				
All articulation points		*	*				
Slider lift		*	*				
Mechanical platform lock		*	*				
DOCUMENTS	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Check user's manual and inspection book is in the document holder		*	*				
SAFETY DECALS	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Check all statutory stickers, pictograms are in place, centre of gravity, safe working zone		*	*				
LOCK OUTS	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Check function and operation of isolator switch in drivers compartment, battery switch, general condition and operation		*	*				
CONTROL DEVICES	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Exterior control box		*	*				
Joystick, rotary buttons		*	*				
Protection boots on buttons and switches		*	*				
Control box cover		*	*				
HYDRAULICS	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
General condition, outside rubber coat intact, steel braids not visible, routing and guidance, fragility and porosity							
Pipes and hoses and couplings		*	*				
Fixed hydraulic pipes		*	*				
Oil reservoir		*	*				
Fixation of power pack to frame		*	*				
Hydraulic oil		*	*				
Hydraulic function		*	*				
Pressure relief valve		*	*				
Cylinder condition, leaks		*	*				
Articulation pins		*	*				

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LIFT FRAME	COMMENTS	6	12	P	F	C	N/A
Check general condition, welds, cracks and deformations, corrosion							
Articulation points		*	*				
Bearings		*	*				
Mounting plates		*	*				
PLATFORM	**COMMENTS**	**6**	**12**	**P**	**F**	**C**	**N/A**
Check general condition, welds, cracks and deformation							
Locking pins, bolts and nuts		*	*				
Presence of grease nipples		*	*				
Function of platform		*	*				
Condition of end stops		*	*				
Alignment with load deck		*	*				

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(13) ADDENDUM T1 – 1 WASTE REMOVAL COMPANY REGISTER

The City of Cape Town expects the service providers to make use of waste disposal companies who are approved and have the necessary permits in place. This aspect will be checked during the evaluation period of this tender.

WASTE REMOVAL COMPANY	ADDRESS	PHONE	WASTE REMOVED
[redacted]			Oil & water from drip trays
			Used oil

NB: We do have all required certificates.

THE SERVICE PROVIDER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONTENTS OF THIS PAGE.	INITIAL [redacted]	DATE 29/4/2021

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(13) SPECIFICATION - T3 WASTE COMPACTORS

SERVICING, DIAGNOSTIC TESTING, FAULT FINDING AND REPAIRS (HYDRAULIC AND STRUCTURAL) FOR THE CITY OF CAPE TOWNS FLEET OF WASTE COMPACTORS.

1. **INTRODUCTION TO TENDER**

1.1. This tender calls for all current and emerging service providers to be part of a panel interested in providing periodic servicing, diagnostic testing, fault finding and repairs (hydraulic and structural) of the hydraulic systems installed on the City of Cape Town's fleet of waste compactors.

1.2. The City of Cape Town has a fleet of approximately 220 trucks fitted with hydraulically powered waste compactors. The fleet size fluctuates as vehicles are commissioned or decommissioned.

1.3. All tender documents as well as all supportive technical literature must be submitted on a suitably sized USB flash drive with the tender submission or upon written request.

2. **FLEET ASSETS UNDER REPAIR**

2.1. The City of Cape Town fleet assets to be addressed by this tender are WASTE COMPACTORS

3. **PRIMARY SCOPE OF WORK**

3.1. The work required of service providers in terms of technical specification T3 encompasses the installed hydraulic equipment, the electro hydraulic control equipment as well as the supporting steel structures to which the hydraulic equipment is attached as well as any other components and accessories.

3.2. The above-mentioned fleet assets need periodic and ad-hoc maintenance interventions i.e. dealing with scheduled services (including hydraulic), diagnostic testing, fault finding, repairs, maintenance and breakdowns.

3.3. It will be required that service providers examine the list of assets in Addendum T3 - A and then select those which match his / her area of expertise.

3.4. The approved service providers forming part of this panel will be asked to perform such interventions either at his / her place of business as in the case of scheduled or periodic maintenance, or on site when dealing with breakdowns.

3.5. The service providers must be able to provide a complete range of maintenance interventions for the selected City of Cape Town's Fleet Assets. The periodic service schedule is as per (but not limited to) the typical servicing schedules indicated in Addendums T3 - F WASTE COMPACTORS SERVICE SCHEDULES.

3.6. The service schedules or any updated amendments to such schedules will need to be aligned with the make and model of the fleet asset to be serviced, thus ensuring compliance to the OEM requirements.

3.7. Service providers may however form strategic partnerships with competent sub-contractors to assist with the scope and diverse locations over which the services required by this tender need to be provided. The service provider will however be held responsible and accountable for all technical and safety standards and regulations.

[redacted]

3.8. Any additional Service Offering that can be offered by the service provider during the tenure of the contract must be communicated to the City of Cape Town. The City of Cape Town reserves the right to verify such services by means of an assessment.

3.9. The service providers who offer on-road breakdown services are to note the requirements of the service vans as stated in clause 5.10.

3.10. Fleet assets, accessories and associated equipment that are covered by an existing warranty with the Primary Tenderer, service plan or contract applicable to sub-contractors of the Primary Tenderer will be managed in terms of the agreements with the companies responsible where applicable.

4. APPLICABLE STANDARDS

All service providers must comply with all the applicable standards and legal requirements pertaining to their enterprise. The latest version or amendments thereof supersedes the standards or equivalent standards applicable to this specification: -

SANS 12944-1	Corrosion protection of steel structures
ISO 4406	Hydraulic oil cleanliness level
SANS 1700	Fasteners – Hi Strength Structural
SANS 10044-2	Code of practice for welding

The Occupational Health and Safety Act of 1983
National Road Traffic Act No. 93 of 1996
Environmental Regulations of 1987
National Environmental Management Waste Act of 2008
Environmental Conservation Act 73 of 1989
Air Quality Management By-Law, 2016
Wastewater and Industrial Effluent By-Law 2013
SANS 10400: The application of the National Building Regulations (NBR)

4.1. **Hydraulic Oil Standard and Procedures**
Service Providers must refer to Addendum A Sections 4, 5 and 6.

The successful Service Providers will be expected to ensure conformance to the standards as set in ISO 4406 as well as the requirements and control measure stated in Addendum A.

The City of Cape Town Fleet departments are aware of the current industry methods of material handling and storage of Hydraulic Oil. Successful Tenderers will be required to ensure full compliance to Hydraulic Oil maintenance as well as quality levels. Purchase Orders will not be issued to Service Providers found to be in contravention as well as liable for all costs associated with the impacted equipment.

5. GENERAL REQUIREMENTS FOR THIS TENDER

5.1. **COMPANY PROFILE**
A comprehensive company profile document will be required wherein is clearly stated: -

5.1.1. The company's mission statement detailing the company's commitment to Health and Safety, the Environment, Quality and strategies to ensure the high level of product knowledge required by its core of technical maintenance staff.

5.1.2. the service providers core business

5.1.3. An outline of the maintenance and repair of equipment similar to that required by this specification.

5.1.4. Key clients with description of major work undertaken for such clients.

5.2. **STAFF COMPETENCIES**

5.2.1. It is expected that technical staff (artisans and skilled workers) involved in the repair and maintenance of the make and model of waste compactors described in in tender specification T3 must have had the necessary OEM in house product training and retraining and have applied that body of knowledge and acquired artisanal skills extensively and successfully in the maintenance and repair of such equipment over a period of years in the service providers workshop.

5.2.2. All technical staff (artisans and semi-skilled) must have access to all the necessary industry standard proprietary workshop tools and equipment in order to fulfil the requirements of this technical specification for: -

5.2.2.1. Hydraulic equipment maintenance repair procedures
5.2.2.2. General structural engineering repair procedures
5.2.2.3. Steel corrosion protection / coating procedures
5.2.2.4. Addendum A and Addendum B has reference.

5.2.3. The service provider is to list all technical staff (artisans and semi-skilled) used in the repair, maintenance and diagnostics of the type of equipment scoped in this tender in COMPLETE AND SUBMIT ADDENDUM T3 - C STAFF DETAILS AND COMPETENCIES.

5.2.4. Documents in support i.e. qualifications, in house product specific training and workshops attended will be required by the City of Cape Town during the evaluation phase of this tender.

5.3. **BUSINESS LOCATION AND ZONING**

The requirements of the City of Cape Town Zoning Scheme Regulations of September 2012 applies in this instance.
Geographical representation of the City of Cape Town boundaries:
https://citymaps.capetown.gov.za/EGISViewer/

5.3.1. The workshop premises must be within the geographical boundaries of the City of Cape Town and it must be zoned for business activities in terms of the relevant by-laws of the City of Cape Town. The City of Cape Town will require a zoning certificate or a letter / e mail of application for such zoning and the latest municipal rates account for verification purposes or a Sworn Affidavit that they are appropriately zoned.

5.3.2. Service Providers who want to operate in a business zone which is not aligned to the scope of work in T3 must request dispensation from the City of Cape Town to operate their business. The City of Cape Town will require written evidence any such dispensation.

5.3.3. A zoning certificate may be obtained from the City of Cape Town's Department of Planning and Building Development Management department. Contact information per area is contained here:
http://www.mbawc.org.za/images/files/City%20of%20Cape%20Town%281%29.pdf

The City of Cape Town contact details for zoning is in Addendum I

[redacted]

5.4. **BARGAINING COUNCIL**

5.4.1. Service providers must be registered with the appropriate bargaining council pertaining to the type of work being undertaken in this tender, such as MEIBC: "The Metal and Engineering Industry Bargaining Council". Main Agreement Part 1 Conditions of Employment clause 1: Scope of Application of Agreement refers.

5.4.2. A registration certificate or a letter of intent / email written to the Bargaining Council concerned regarding registration will be required by the City of Cape Town during the evaluation period of this tender. All successful Tenderers must be registered at commencement of contract. Purchase Order's will only be issued once registration has been confirmed.

5.5. **HEALTH AND SAFETY PLAN**

5.5.1. Service Providers shall be expected to comply with all relevant health and safety laws and regulations in the execution of any work as scoped by technical specification T3 and as committed to by his / her signature in Schedule 9.
(See Addendum E HEALTH AND SAFETY COMPLIANCE CHECKLIST)

5.5.2. The service provider shall be expected to submit a Health and Safety Plan containing :-

5.5.2.1. A base line in-house risk assessment of his activities
See Addendum J RISK ASSESSMENT AND ACTION PLAN SAMPLE)

5.5.2.2. An action plan to mitigate such risks identified
See Addendum J RISK ASSESSMENT AND ACTION PLAN SAMPLE)

5.5.2.3. A Health and Safety Policy document indicating senior management's commitment to Health and Safety.
(See Addendum O SAMPLE HEALTH AND SAFETY POLICY)

5.5.3. The Health and Safety Plan will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.

5.6. **ENVIRONMENTAL POLICY**

5.6.1. The service provider must have adequate measures in place to deal with waste streams generated in their work processes.

5.6.2. The service provider shall, where there is none, compile an Environmental Policy statement showing senior management's commitment to the protection of their environment. A sample Environmental Policy is in Addendum O

5.6.3. The Environmental Policy document will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.

5.7. **DISCHARGE OF INDUSTRIAL EFFLUENT AND REGISTRATION AS WASTE GENERATOR**

5.7.1. The tenderer shall have the necessary permissions from the City of Cape Town for the generation of waste in the course of business activities if he / she produces more than 20kg per day of hazardous waste. i.e. be registered as a Waste Generator.

5.7.2. Hazardous substances i.e. waste oils, workshop waste materials, chemicals, fluids and solvents etc. in use in their work processes in house and on-site calls shall be collected in leak free, clearly marked proprietary containers, safely stored and shall be safely disposed of. In this regard the service provider is to Complete Addendum T3 - I indicating the City of Cape Town approved waste disposal companies used. Complete Addendum T3 - G indicating the City of Cape Town approved waste disposal companies used.

5.7.3. All hazardous chemicals shall have Material Safety Data Sheets readily available.

[redacted]

5.7.4. The City of Cape Town may during the tenure of the contract request the panel member to provide the latest waste disposal certificates from the companies indicated.

5.7.5. Service Providers who discharge effluent into sewers or any waste water system as part of their business processes must have the necessary permits from the City of Cape Town to do so and must have an effluent treatment facility to ensure that the effluent so discharged is within specifications for acceptance by the sewer system.

5.7.6. If it is noted by the assessors that serious environmental violations are present in the workshop such as but not limited to untreated oil contaminated water / hazardous substances flowing into the storm water drains and sewer, the service provider, over and above the actions which could be taken by the City of Cape Town in terms of Clause 4 (2) (Protection of Municipal Sewers) of the Waste Water and Industrial Effluent Act, shall be declared non-responsive in terms of this tender or work will immediately be suspended until remedial actions have instituted and verified by the designated authorities.

5.7.7. If during the tenure of the tender, cases of environmental regulation contraventions are observed, work will be suspended until such contraventions have been cleared to the satisfaction of the City of Cape Town and in accordance with the relevant environmental standards and by laws.

5.7.8. The application to discharge effluent permit forms may be downloaded at https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Application%20discharge%20industrial%20effluent%20to%20municipal%20system.pdf

5.7.9. The application forms to register as a waste generator may be downloaded at https://resource.capetown.gov.za/documentcentre/Documents/Forms,%20notices,%20tariffs%20and%20lists/Waste%20Generator%20Application%20Form.pdf. Addendum K refers in this regard.

5.7.10. The service provider's registration document as a waste generator as well the effluent permits will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.

5.8. **QUALITY MANAGEMENT STANDARDS - MINIMUM REQUIREMENTS**

5.8.1. It is required that the service provider has a functioning quality management system based on generally accepted South African industry standard practices.

A guide on basic quality standards is given for information in Addendum M QUALITY MANAGEMENT GUIDE

The service provider's quality system must include:

5.8.1.1. An efficient communication system (telephones / fax machines)
5.8.1.2. An electronic storage system for bills of materials, technical data, job cards, parts etc.
5.8.1.3. An efficient materials / parts ordering system and store
5.8.1.4. The service provider shall use means such as log books, registers and planning boards for scheduling and monitoring work orders.
5.8.1.5. Bills of materials, replacement parts list for all fleet assets tendered for shall be available or accessible in hard or electronic format.
5.8.1.6. Appropriate technical specifications shall be available on the workshop floor in hard or electronic format.

[redacted]

5.8.1.7. A system to record all maintenance done on the City of Cape Town's fleet assets shall be provided and maintained for at least 5 years. Such information shall be easily traceable.

5.8.1.8. A proprietary accounting system shall be used to generate invoices and shall have financial reporting facility. Addendum F shows a typical sample invoice.

5.8.2. **QUALITY MANAGEMENT POLICY**

5.8.2.1. The service provider must, where there is none, draft a Quality Management Policy outlining the service provider's quality objectives and commitment to continual improvement of his / her business processes. A sample of such a document is in Addendum N QUALITY MANAGEMENT POLICY SAMPLE

5.8.2.2. The Quality Management Policy document will be required by the City of Cape Town from the commencement of contract or during the tenure of the contract as and when required.

5.9. Workshop Facility Requirements

5.9.1. Any Service Provider interested in providing the scope of work specified (local or those based in other provinces) will be permitted time to establish a fully equipped workshop inclusive of skilled staff, tools and equipment etc. within 90 days, within the geographical boundaries of the City of Cape Town.

5.9.2. The City of Cape Town reserves the right to inspect the tenderers premises at any time if one has been submitted with the tender submission or within the Ninety days (90 days) permitted from commencement of contract.

5.9.2.1. Failure to comply with the technical specifications with regards to the workshop contained in this tender can result in the contract being cancelled.

5.9.2.2. A actual site plan for established workshops and a typical site plan for those still to be established, will be required by the City of Cape Town during the evaluation period of this tender.

5.9.3. **ADEQUATE SECURE PARKING**

5.9.3.1. The service provider's premises must be able to accommodate the City of Cape Town's fleet assets with adequate **SECURE** parking in an enclosed secure environment under their control.

5.9.3.2. The City of Cape Town's vehicles shall be handled in such a way to prevent damage and theft during maintenance procedures.

5.9.3.3. Fleet assets shall be held in a lockable, secure building or yard after hours. The fleet asset remotes and ignition keys shall be kept in safe custody at all times.

5.9.4. **PREMISES SECURITY**

5.9.4.1. The service provider's workshop premises and parking area should have appropriate security measures in place in order to mitigate current and future risks during the tenure of the contract i.e. vandalism and property theft. The use of alarms with an armed response link is the preferred method.

5.9.4.2. If the assessors find that the security measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before any Purchase Order will be issued.

[redacted]

5.9.4.3. A copy of the contract between the security company and the service provider will be required by the City of Cape Town if applicable.

5.9.5. **WORKSHOP – FULLY ENCLOSED**

Service providers must have a fully enclosed, fully equipped workshop with adequate propriety equipment, fully equipped workbenches, artisan / skilled worker tools and access to the necessary technical standards, manuals and specifications to undertake the full range of repairs and maintenance required by this tender.

5.9.6. **WORKSHOP - STATUTORY REQUIREMENTS**

The workshop is to comply fully with statutory requirements as well as having: -

5.9.6.1. A fire risk survey certificate

5.9.6.2. An electrical compliance certificate.

5.9.6.3. The Fire Risk Survey Certificate and Electrical Certificate of Compliance must be supplied as and when requested by the City of Cape Town.

5.9.7. **WORKSHOP - DIMENSIONS**

The service provider's workshop(s) must be of sufficient dimension to accommodate the access, maintenance and testing procedures associated with the make / model of the vehicles scoped in this tender.

5.9.8. **WORKSHOP – LAYOUT**

The workshop layout must be in accordance with South African safe working practices and applicable codes of practice and shall have areas set aside for the various work processes such as: -

5.9.8.1. Receiving, pre inspection, final inspection area
5.9.8.2. Cleaning / wash area
5.9.8.3. Major servicing area
5.9.8.4. General engineering work (metal cutting, lathe work, welding work etc.)
5.9.8.5. Raw materials / steel storage area
5.9.8.6. Hydraulic repairs – general repairs, hose manufacture
5.9.8.7. If applicable: Hydraulic repairs – close tolerance work (Clean room required)
5.9.8.8. Spray painting area
5.9.8.9. Spare parts store
5.9.8.10 Hydraulic oils store
5.9.8.11 Tool store
5.9.8.12 Hazardous waste storage
5.9.8.13 Waste oil bin

5.9.9. **MAINTENANCE SPARES STORE**

5.9.9.1. The service provider is to ensure spares availability in support of optimum turnaround times of the equipment serviced / repaired.

5.9.9.2. The City of Cape Town requires that fleet assets undergoing routine maintenance are not out of service for lengthy periods of time waiting for essential / fast moving spares.

5.9.9.3. Discussions will be held with service providers regarding acceptable waiting periods for essential and major spares which then will be entered as key performance indicators against which the service provider will be measured.

5.9.9.4. **WORKSHOP - PERSONAL PROTECTIVE EQUIPMENT**

[redacted]

All work on fleet assets in the bays i.e. cutting, grinding and welding must be executed with the requirements of the General Safety Regulations i.e. the use of PPE and protective screens where necessary is mandatory.

5.9.10. **WORKSHOP - GENERAL HYDRAULIC WORK AREA**

5.9.10.1 Any hydraulic repair work shall be undertaken in an area apart from the general engineering section where steel cutting, grinding or welding activities is done.

5.9.10.2 All hydraulic repairs done in this area are to be undertaken to OEM standards and procedures and accepted general engineering Codes of Practice.

5.9.10.3 All major hydraulic cylinder repairs requiring disassembly, repair and assembly must incorporate a cylinder condition report which shows the status of the cylinder components and repair procedures recommended. Such documentation is to be attached to the quotation sent to the City of Cape Town. Refer to Addendum A for basic hydraulic repair procedures.

5.9.11. **WORKSHOP - HYDRAULIC CLEAN ROOM (if Applicable)**

5.9.11.1 All repairs to close tolerance hydraulic equipment such as hydraulic pumps, proportional valves, actuators and valve banks must be done in a clean room set apart from general engineering activities.

5.9.11.2 All major hydraulic repairs done in house to hydraulic cylinders, hydraulic pumps, proportional valves, actuators and valve banks must undergo testing on a suitable hydraulic test bench to verify conformance to OEM standards. Tenderers will be expected to submit calibration certificates, in this regard.

5.9.11.3 All such repairs must incorporate a condition report which shows the status of the components and repair procedures recommended. Such documentation is to be attached to the quotation sent to the City of Cape Town. Refer to Addendum A 3.7

5.9.11.4 Where no such facility is available in house, a competent sub-contractor may be used for these functions. The company profile brochures of such key sub-contractors must be supplied on request from the City of Cape Town.

5.9.12. **WORKSHOP - INDUSTRY STANDARD FLOOR**

5.9.12.1 It is a requirement that any maintenance activities be carried out on an industry standard concrete floor able to prevent oil spillage soaking into the ground and meeting the requirements of the National Building Regulations, SANS 10400 and SANS 1019 -1,2 Latest. The workshop flooring must be capable of withstanding the mass of the trucks.

5.9.12.2 Spill containment measures must be in place i.e. conveniently located spill kits are to be available.

5.9.12.3 The independent assessors which include industry experts will verify compliance to the applicable standards. Minor deviations identified will be transferred to the ADDENDUM D SUPPLIER DEVELOPMENT SCHEDULE with specified time frames during which the non-compliance identified need to be successfully addressed. Major non-compliances in this regard may render the tenderers submission non-responsive.

5.9.13. **WORKSHOP - FIRE PROTECTION**

5.9.13.1 Fire extinguishers must be installed at suitable areas in the workshop as a minimum requirement. Fire equipment is to be regularly serviced and certified as per statutory requirements.

[redacted]

5.9.13.2 If the assessors find that the fire protection measures are inadequate to mitigate the current risks, it will be expected of the service provider to upgrade accordingly before a Purchase Order may be issued.

5.10. **FIELD SERVICE VEHICLES**

5.10.1. It is expected that the service provider will have at least one fully equipped, roadworthy, adequately sized and properly branded panel van's or light delivery vehicle's suitable for field service work for the duration of this contract (field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place or have a contract in place with a competent sub-contractor for the provision of field services. In this regard, the tenderer must submit the pro-forma agreement or SLA with the sub-contracting party.

5.10.2. It is expected that the service provider's field service vehicle be sufficiently equipped as per the list (but not limited to) in Addendum T3 - E FIELD SERVICE VEHICLES

5.10.3. The field service vehicle may be owned and registered in the tenderers name, or have a leasing contract in place.

5.10.4. It is the tenderers responsibility to adjust field servicing capacity to meet the operational requirements of the City of Cape Town.

5.10.5. The company branding on the field service vehicles must be non-offensive to the public and must comply with the Code of Advertising Practice as required by the Advertising Standards Authority of South Africa. These vehicles are to be easily identifiable.

5.10.6. Staff manning such field service vehicles are to be provided with neat, presentable overalls (company branded) and to enforce that personal protective equipment is issued and used by the field service staff.

5.10.7. A valid vehicle registration certificate (if owned) or the leasing agreement or letter of intent of such leasing agreement and / or proof of a contract of such field services will be required by the City of Cape Town during the evaluation period of this tender as well as for the duration of the contract period.

5.11. **DRIVERS LICENCE**

The service provider is to ensure that all staff operating the City of Cape Town's waste compactors for maintenance intervention purposes are in possession of valid relevant licences, certifications and City of Cape Town-issued driver tags.

6. GENERAL OPERATIONAL PROCEDURES IN CONTRACT

6.1. **NO IMPOSITION OF ANY OBLIGATIONS ON THE CITY OF CAPE TOWN**

The acceptance of service providers onto the panel in terms of this tender will not impose any obligation on the City of Cape Town to make use of the goods and services provided by such panel members nor is there any guarantee of service provider exclusivity as far as work allocation is concerned.

6.2. **AUTHORIZATION OF WORK**

Any work must be authorised by the designated City of Cape Town official and upon receipt of an official Purchase Order, prior to the commencement of the work.

6.3. **WORK ALLOCATION**

6.3.1. When maintenance interventions are required, a panel member will be selected to perform such interventions. In this regard the City of Cape Town will consider the service provider's.

6.3.1.1. Vendor location from the point of need.

[redacted]

6.3.1.2. Specialist expertise in the required work.
6.3.1.3. Capacity to do such work at the time of need.
6.3.1.4. Work related to warranty conditions.

6.3.2. The amount of work allocated will vary according to operational requirements and at the sole discretion of the City of Cape Town.

6.4. **ALTERNATIVE SERVICE PROVIDERS**

6.4.1. The City of Cape Town reserves the right to utilise other processes, alternative service providers or contracts in the event that the scope of work as outlined in this contract cannot be fulfilled by panel members.

6.4.2. If the total cost of the work as well as the included buyout price is not considered to be fair and reasonable by the designated city official and consensus to reduce the total price cannot be reached with the service provider concerned, the City of Cape Town then reserves the right to acquire such goods and services using fleet business processes / other SCM mechanisms.

6.5. **WORK PERFORMANCE MONITORING IN CONTRACT**

All work allocated will be subject to performance management. See section 13 "SERVICE PROVIDER PERFORMANCE MONITORING KPI"

6.6. **PLANNED SERVICES**

6.6.1. The routine services must conform to OEM service schedules for the specific make and model of the waste compactor outlined in this tender.

6.6.2. Typical periodic service schedules required for waste compactors are depicted in Addendum T3-F WASTE COMPACTORS SERVICE SCHEDULES

6.6.3. The servicing lead times for various service types (minor, intermediate or major services) will be fixed in consultation with the service providers at commencement of the tender.

6.7. **OUTSOURCING / SUB-CONTRACTING**

6.7.1. Service providers may however not sub-contract the PRIMARY scope of work as is outlined in this tender.

6.7.2. The service provider may appoint sub-contractors for specialist work such as line boring and major hydraulic repairs i.e. cylinder repairs requiring hard chroming or repairs to hydraulic pumps, valve bank actuators and similar for which a handling fee of 8% on gross invoiced price may be charged to the City of Cape Town.

6.7.3. The use of outsourced services in no way reduces the liability or obligations of the service providers in terms of this tender.

6.7.4. Service Providers shall underwrite any warrantees of outsourced services used in the execution of the scope of work.

6.7.5. The Service Provider and all sub-contractors utilised during the contract period must make their business premises accessible for site inspections. Access must be given within 5 working days of request to perform routine inspections.

6.7.6. The service provider is to ensure that subcontractors comply with the requirements of this tender particularly as regards the standard and quality of goods and services requested. The service provider will be accountable for any deviations.

6.7.7. If deviations are noted during the tenure of the contract, the City of Cape Town reserves the right to suspend work until remedial action has been taken by the sub-contractor.

[redacted]

6.8. **BREAKDOWN AND REACTIVE MAINTENANCE REPAIRS**

The selected panel member will be requested to perform the following maintenance interventions as and when operational needs dictate:

6.8.1. **MINOR BREAKDOWNS**

For fleet assets requiring diagnostic testing, fault finding and repair work and which can be done at the specific operational site where the vehicle hydraulics system has broken down.

6.8.2. **MAJOR BREAKDOWNS**

Fleet items will be recovered to depots/workshops (City of Cape Town's workshop or the service providers workshop where diagnostic testing, fault finding and repair work may be required)) as instructed by designated City of Cape Town officials on standby.

6.8.3. **MAJOR REPAIRS**

6.8.3.1. The City of Cape Town's technical team shall be approached for approval of any proposals made by the service provider for alterations, modifications and major repairs.

6.8.3.2. Any non OEM spare parts used in the maintenance of an integral part of the waste compactor equipment must be supported by a competent South African engineering report indicating conformance to or exceeding the OEM requirements for those spare parts.

6.8.3.3. Local manufacture of OEM components must utilize: -

1. OEM technical specifications
2. The manufacture of the replacement part needs to provide proof of conformance to the OEM technical specifications.

6.9. **INSPECTION – PRE / FINAL:**

6.9.1. The waste compactors are required to be inspected and findings documented by the service provider on a pre-work inspection sheet upon receipt of the vehicle. A final inspection is to be done after maintenance interventions have been performed. Failure to comply will result in service providers being held liable for any damages or losses incurred.

6.9.2. Service providers are to note any defects becoming evident in the final inspection which could impact on the roadworthiness of the vehicle and to bring that to the attention of the City of Cape Towns designated official.

6.10. **DOCUMENTATION TO BE SUBMITTED WITH INVOICE:**

Documentation related to maintenance interventions carried out i.e. pre and post inspection sheets and job cards must be submitted to the various fleet departments with invoice. This shall form part of the vehicle history which shall be stored by the service provider for a minimum of 5 years.

6.11. **COMPANY BRANDING**

No company branding is permitted to be placed on City of Cape Town vehicles after any maintenance interventions.

6.12. **SERVICE PROVIDERS RESOURCES**

It is the tenderers responsibility to adjust his / her resources to meet the operational requirements of the City of Cape Town.

6.13. **WARRANTY ON REPAIRS AND MAINTENANCE**

6.13.1. The City of Cape Town will only accept a minimum of 12 months' warranty on workmanship, corrosion protection and parts from the day the waste compactor was collected or

[redacted]

delivered. Fair wear and tear, misuse and accidental damage is excluded when proven to be so. Warranty claims will be allocated to the service provider who performed the initial work.

The existing companies' warranty terms and conditions are not applicable to this tender unless they are more favourable than the stipulated warranties listed above

6.13.2. As regards a breakdown due to the failure of goods and or services supplied by a service provider under warranty, the salvaging cost will be charged to the service provider if it is proved that the failure of such goods or services supplied was the root cause of the breakdown.

7. THE SERVICE PROVIDER'S OBLIGATIONS IN CONTRACT

Successful panel members should adhere to the following items in contract

7.1. **SUPPLY CHAIN MANAGEMENT COMPLIANCE**

The service provider must ensure that he / she continuously meets all SCM requirements during the tenure of the contract. It must be noted that no purchase orders for work can be placed with a service provider who fails to comply with this requirement.

7.2. **CHANGE IN SERVICE PROVIDERS CAPABILITY IN CONTRACT**

7.2.1. During the tenure of the contract, any changes in the capability of the service provider to work on different City of Cape Town asset types other than those submitted in this tender, must be submitted for consideration and possible acceptance by the City of Cape Town.

7.2.2. The City of Cape Town reserves the right to validate such offerings by means of an assessment as a prerequisite to acceptance onto the service provider's initial service offering.

7.3. **INSURANCE RISK COMPLIANCE**

7.3.1. The service provider is to take note of the requirements of clause 11 (a) - (g) of the Special Conditions of Contract regarding Insurance.

7.3.2. The service providers with assistance of his / her broker is to clearly cross reference the requirements of Clause 11 (a) - (g) of the Special Conditions of Contract against the clauses of the "all risks" policies held by the service provider to enable proper evaluation of compliance in this regard.

8. SERVICE PROVIDERS DEVELOPMENT IN CONTRACT

8.1. **CONTINUOUS IMPROVEMENT**

8.1.1. It is an expectation of this tender that Service Providers participating in the panel tenders be actively involved in pursuing the statutory and legal compliance of his / her enterprise, the upliftment / development of their staff, equipment and facilities as well as the quality levels of supplied services to the City of Cape Town. See ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE)

8.1.2. The City of Cape Town reserves the right to conduct ad-hoc assessments during the tenure of the contract to monitor such progress. If any negligence to statutory conformance, gross misconduct as per the OHAS Act, Environmental Act and Building regulatory Act and poor performance as per the guidelines set out in this specification as well as the ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE (SAMPLE), Work will not be allocated until remedial actions have been instituted based on the severity of the findings and proof has been submitted and accepted by the City of Cape town designated representatives.

[redacted]

8.2. **STAFF DEVELOPMENT**

This requirement needs to be viewed in the light of the sophistication of the equipment as well as ensuring accountability for the scope of repairs performed. Staff so skilled will ensure that the appropriate skills and competencies gained, as required by the OEM, are being utilised to perform the services requested. This will minimise the risk of damage to equipment and possible liability claims against the City of Cape Town that may arise as a result of inadequate skills and competencies of the service provider's staff performing the scope of the work.

8.2.1. **TECHNICAL SKILLS MATRIX (TSM)**

8.2.1.1. It is expected that the service provider where there is none, compiles a Technical Skills Matrix which is a needs analysis covering the relevant competency areas required by the OEM and indicate areas of compliance per employee.

8.2.1.2. The training needs identified in the TSM need to be transferred to the service providers annual Technical / Product Training Planner (PTP) for the scheduling of the necessary training courses.

8.2.1.3. The TSM plus the training schedule may be monitored during the tenure of the contract if/when adhoc inspections occur. Service Providers are expected to ensure that all staff meet the skills needed for the work allocated to them.

8.2.1.4. A basic guide to compiling a Technical Skills Matrix can be found in Addendum R. Any items / areas omitted deemed essential to conform to the OHSAS and /or the requirements of the OEM design engineer's maintenance standards needs to be added.

8.2.1.5. The Technical Skills Matrix as well as the training schedule needs to be formally authorised by the Service Providers designated authority representing the company.

8.2.1.6. **Technical Short Courses**

It is required that the employees identified as requiring training in the TSM be sent for training / upskilling in relevant areas i.e. hydraulics, structural repairs, diagnostics for the purposes of formal certification of their skills and to meet the scope of work offered for this tender.

8.2.1.7. **Training Institutions**

For the service provider's convenience, a list of training institutions offering short courses in hydraulic repairs and maintenance is listed in Addendum A clause 8 as well links for business improvement assistance in Addendum Q. Such skilled workers could eventually enrol into in an ARPL (Artisan of Prior Learning) programme once the qualifying criteria has been met. This will be entered into the ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE

8.2.1.8. The TSM is not to be construed with the Workplace Skills Plan required by the Skills Development Act although elements of the Technical Training Schedule (TTS) can be incorporated into the service providers formal Workplace Skills Plan.

[redacted]

9. **SERVICE PROVIDER PERFORMANCE MONITORING KPI IN CONTRACT**

The Service Provider may be measured through the means of Key Performance Areas (KPA). See Addendum C. Overall results will be categorised in the following areas. (Weighted result based on the Impact on Service Delivery)

GREEN	EXPECTATION MET	AMBER	INTERVENTION REQUIRED	RED	POOR PERFORMANCE

9.1. Each KPA will consist of Key Performance Indicators (KPI) that are combined with thresholds and targets.

9.2. Periodic meetings if required will be held with the respective user departments to discuss previous month's concerns and results from the KPA tracking.

9.3. The KPAs and KPIs may be amended as and when it is deemed necessary, with the involvement of the Service Provider.

9.4. Standard servicing times negotiated with the Service Provider must be adhered to. Additional work must be approved by the City of Cape Town for amended purchase order purposes and agreed upon adjustment of working lead time.

9.5. Repairs authorised must be completed within the agreed upon lead times.

9.6. Continued poor performance where the Service Provider stays within the Amber and or Red zones of the KPA document for 2 consecutive months, the City of Cape Town reserves the right to suspend all work allocations until corrective actions have been implemented.

9.7. Continued sub-standard work performance will also lead to the suspension of work and may result in the initiation of a default procedure as per clause 23 of the General Conditions of Contract. However, the service provider may be given a chance to rectify any sub-standard work within a stipulated time frame. During this period, the City of Cape Town reserves the right to utilise other service providers in order to mitigate any adverse operational impact.

10. **SERVICE PROVIDER ASSESSMENT IN CONTRACT**

10.1. **TECHNICAL**

10.1.1. The service provider will be independently assessed after the commencement of contract amongst other aspects, for the suitability of the workshop, the existence and use of all appropriate workshop tools and equipment, technical staff tools, applicable technical specifications and standards needed to perform the scope of work applicable to the asset types selected in T3 – A as specified in the tender.

10.1.2. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

10.2. **HEALTH AND SAFETY**

10.2.1. The assessment will gauge the level of compliance to the requirements of the Occupational Health and Safety Act and that the workshop risks to health and safety are documented and the steps taken by the service provider to mitigate such risks.

10.2.2. Where applicable, the basic elements of the Health and Safety aspects of the Occupational Health and Safety Act will be entered into the service providers ADDENDUM D - SUPPLIER DEVELOPMENT SCHEDULE

[redacted]

(13) T3 ADDENDUMS - TABLE OF CONTENTS

ADDENDUM	HEADING
T3 - A	ASSETS FOR REPAIR - WASTE COMPACTORS
T3 - B	WORKSHOP PREMISES AND FACILITIES
T3 - C	STAFF DETAILS AND COMPETENCIES
T3 - D	TECHNICAL COMPETENCIES
T3 - E	FIELD SERVICE VEHICLES
T3 - F	WASTE COMPACTORS SERVICE SCHEDULES
T3 - G	WASTE REMOVAL COMPANIES

[redacted]

10.2.3. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

10.3. **ENVIRONMENTAL IMPACT**

10.3.1. The service provider will be assessed as to his / her commitment to reducing the impact of his / her business activities on the environment and whether any serious non-conformances are evident.

10.3.2. The independent assessor will report to the City of Cape Town on the minor and major findings identifying areas of improvements in this regard.

[redacted]

(13) ADDENDUM T3 - A ASSETS FOR REPAIRS - WASTE COMPACTORS

NOTE FOR SERVICE PROVIDERS:

The following addendums should be provided at time of tendering or upon written request.

Service providers are to indicate their readiness in the relevant City of Cape Town asset(s) below by ticking alongside the relevant items.

Any additional offerings will require supporting technical brochures and technical manuals. The City of Cape Town reserves the right to validate such offerings by means of an assessment prior to acceptance.

ASSET TYPE	ASSET TYPE TENDERING FOR:
WASTE COMPACTOR	✓

THE SERVICE PROVIDER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONTENTS OF THIS PAGE.	INITIAL [redacted]	DATE 14/4/22

01-11-22

[redacted]

13) ADDENDUM T 3 - B WORKSHOP PREMISES AND FACILITIES

SPECIAL CONDITIONS OF CONTRACT
Clause 36
This Tender makes provision for the establishment of a fully compliant Workshop Facility, inclusive of services and products as specified within the Geographical Boundaries of the City of Cape Town, within Ninety days (90 days) from contract commencement

Tenderer must indicate here if they are invoking SCC Clause 35 for the establishment of a Workshop Facility In-contract.

COMPANY NAME	[redacted]			
HEAD OFFICE ADDRESS				
WORKSHOP ADDRESS	Same			
GPS COORDINATES	LONGITUDE:	[redacted]	LATITUDE:	[redacted]
WORKSHOP ENTRANCE	WIDTH (m)	15 x 2 m	HEIGHT (m)	4m
ITEM		TICK	COMMENT	
THE WORKSHOP				
Workshop floor area		550 m²	Will be extended as per plan	
Fully Enclosed Workshop		✓		
Concrete floor suitable for scope of work		✓		
Maintenance Spares Store		✓		
General repairs, welding, cutting area		✓		
Machine shop section		✓		
Spray area / booth for anti-corrosive / paint treatment		✓	Designated area	
General hydraulic repair area		✓		
Hydraulic clean room		✓	Designated area	
Hydraulic hose manufacturing area		✓		
Hydraulic oil store		✓		
Tool store		✓		
FACILITIES				
Rest room / Staff / Client toilets		✓		
HEALTH AND SAFETY				
Personal Protective Equipment Store		✓		
Safety signage		✓		
TYPICAL IN HOUSE MACHINERY - IN SUPPORT OF A FULL RANGE OF REPAIRS AND MAINTENANCE INTERVENTIONS.				
Lathes, Milling machines		✓		
Drill press, Bench Grinders		✓		
Arc, CO2 and TIG welders		✓		
Oxy Acetylene torches		✓		
Bending brakes, Guillotines		N/A		
Hydraulic hose crimping machines		✓		
Hydraulic test bench		✓		
Hydraulic press		✓		
Overhead cranes, jib cranes		✓	1 x 5 ton Crane	
ARTISAN / SKILLED WORKER TOOLS				
Tool box / cabinets with essential trade tools		✓		

THE SERVICE PROVIDER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONTENTS OF THIS PAGE	INITIAL	[redacted]	DATE 29/4/2021

01.11.22

[redacted]

SECURITY		
Security system in place	✓	
ENVIRONMENTAL		
Waste Oil Bin	✓	
Effluent to storm water prevented	✓	
Effluent to sewer only via working oil traps	✓	
Oil spillage containment procedures – Spill kits	✓	
Hazardous Chemical Signage	✓	
Separated waste wheelie bins	✓	
FIRE PROTECTION		
Fire Extinguishers	✓	Coolmatic

THE SERVICE PROVIDER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONTENTS OF THIS PAGE.	INITIAL [redacted]	DATE 29/4/2021

01.11.22

[redacted]

(13) ADDENDUM T3 - C STAFF DETAILS AND COMPETENCIES PAGE 1

It is a requirement of this tender that only technically competent staff carry out the maintenance interventions on the City of Cape Town fleet assets described in T3.

STAFF CATEGORY	NUMBER OF STAFF (PERMANENTLY EMPLOYED)
TRADE QUALIFIED ARTISANS	[redacted]
SPECIAL WORKMEN	[redacted]
SPECIAL WORKMEN (WITH LESS THAN 3 YEARS RELEVANT EXPERIENCE)	[redacted]
SPECIAL WORKMEN ENROLLED INTO AN ARPL PROGRAM	[redacted]

(13) ADDENDUM T3 - C STAFF DETAILS AND COMPETENCIES PAGE 2

NAME AND SURNAME	TECHNICAL QUALIFICATION	OEM / PRODUCT COURSES ATTENDED	MAIN COMPETENCY AREA	EXP (YEARS)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

THE SERVICE PROVIDER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONTENTS OF THIS PAGE.	INITIAL [redacted]	DATE 24/4/2021

[redacted]

01.11.22

NAME AND SURNAME	TECHNICAL QUALIFICATION	OEM / PRODUCT COURSES ATTENDED	MAIN COMPETENCY AREA	NO. OF YEARS
[redacted]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]

THE SERVICE PROVIDER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONTENTS OF THIS PAGE | INITIAL [redacted] DATE 2-11-2021

[redacted]

[illegible]

[redacted]

01.11.22

(13) ADDENDUM T 3 - D TECHNICAL COMPETENCIES PAGE 1

The list below depicts typical workshop competencies and duties and is not to be construed as a final list.

HYDRAULIC MAINTENANCE	CONFIRM
Knowledge Knowledge of the functions of the different components making up a hydraulic system, function and application of filters, installation techniques, function and application of reservoirs, basic hydraulic system operation, cleaning of hydraulic systems, hydraulic lubrication principles, oil cleanliness as it affects system integrity. A good working knowledge of electronic / hydraulic control systems and the various interlocks and alarm systems and can do fault finding, repairs and adjustments to OEM standards.	Yes
Repairs Hydraulic cylinder maintenance, PTO repairs, gear pump repairs, slew gear repairs, valve bank repairs, reservoir repairs, hose manufacture, replacement on site hose repairs. Fault finding. Setting and adjusting safety electronic / mechanical interlocks and alarms to OEM settings, pressure relief valves. Annual inspection, performance / load testing.	Yes
Servicing Changing hydraulic filters and other system components. Cleaning hydraulic reservoir. Performing preventive maintenance on hydraulic systems. Changing strainers on hydraulic pumps. Adding filtered fluids to hydraulic systems, identifying potential problems on hydraulic systems. Changing hydraulic hoses, fittings or tubing.	Yes

GENERAL ENGINEERING	CONFIRM
Knowledge General fabrication, fitting and repair of mild steel, stainless steel and aluminium structural components using appropriate metal working tools and using propriety profiles, fasteners and modern welding methods i.e. recognized engineering trades **Basic Duties:** Fabrication and repair of metal structures to which the hydraulic equipment is attached.	Yes

THE SERVICE PROVIDER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONTENTS OF THIS PAGE. INITIAL [redacted] DATE 21/4/2021

01.11.22 [redacted]

(13) ADDENDUM T 3 - D TECHNICAL COMPETENCIES	PAGE 2
CORROSION PROTECTION	**CONFIRM**
Knowledge Abrasive blast cleaning, preparation of substrates for painting, spray paint application techniques (conventional spray, airless spray), brush and roller application. Knowledge of paint types (single packs, twin packs, epoxies hardener activated) and solvents. **Basic duties** The protection of all steelwork after hydraulic system repairs using industry standard preparation and priming methods and proper application of propriety primers and finish coats as listed above.	Yes
ENGINEERING STANDARDS AND CODES OF PRACTICE	**CONFIRM**
Technical staff proficiency in the use and interpretation of local and international generally accepted maintenance and servicing standards, schematic diagrams e.g. hydraulic circuits, Electronic circuits for diagnostic procedures.	Yes

THE SERVICE PROVIDER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONTENTS OF THIS PAGE.	INITIAL [redacted]	DATE 24/4/2024

01.11.2 [redacted]

(13) ADDENDUM T3 – E FIELD SERVICE VEHICLES

The service provider is to have at least one registered service vehicles for 24/7 breakdown services. Such vehicles may be owned, leased or such service can be contracted out.

VEHICLE MAKE / MODEL	AGE	OWNED / LEASED/ CONTRACTED OUT	REG NUMBER
Toyota Hilux 2 pac back		Owned	[redacted]
Nissan NP300 pickup		Owned	

SUMMARY OF SERVICE VAN TOOLS AND EQUIPMENT

The following list comprises items which should be found typically in the service van to implement a range of field repairs. It is not intended to be a complete picking list.

ITEM	TICK	ADDITIONAL COMMENTS
Auxiliary power (inverter or generator) for tools and lighting.	✓	
Communication equipment, vehicle tracking system.	✓	
Internal van lighting / External flood lighting.	✓	Added USB Interior light + cable
Extension power cables	✓	
General hydraulic technical specification manuals / charts.	✓	
Built in tool chests, readily accessible vice.	✓	
Small welding plant	✓	
Bench grinder, power tools.	✓	
Common hydraulic spares cabinets.	✓	
Crimping machine with standard dies, crimp fittings.	✓	
Hydraulic hose	✓	
Oil storage draining equipment.	✓	
Spill proof waste oil containers.	✓	
PPE and safety equipment.	✓	
A hazardous waste bin	✓	
A spill kit	✓	

THE SERVICE PROVIDER HEREBY ACKNOWLEDGES AND ACCEPTS THE CONTENTS OF THIS PAGE.	INITIAL [redacted]	DATE 29/4/2021

01.11.22

[redacted]

10.1 ADDENDUM T3 – F WASTE COMPACTORS – SCHEDULES PAGE 1

The following are just typical inspection items and are not to be construed to be a master list. The schedule inspection items specific to the make and model of the compactor as well as normal hydraulic standard items will need to be repeated.

Compactor	Inspection Period (Months)	3	6	9	12	Condition: Pass	Fail	Repaired
	Time allowed (hrs)	4	4	6	6			
HEIL MCNERLUS BRUTUS USAREUA	Wash hulls in wash bay	x	x	x	x			
	General inspection	x	x	x	x			
	Replace pressure filter	x	x	x	x			
	Clean behind ejector blade	x	x	x	x			
	Grease all lubrication points	x	x	x	x			
	Inspect automatic lubrication system	x	x	x	x			
	Hydraulic pressure check	x	x	x	x			
	Replace BSPM breather		x		x			
	Replace suction filter				x			
	Replace bin breather				x			
	Replace hydraulic oil				x			
OPERATOR	Check polymer side sheets on ejector and tamper panels	x	x	x	x			
	Check rubber wipers on ejector panel	x	x	x	x			
	Check automatic tailgate locking	x	x	x	x			
PUMPS / PTO	Bearings and Gear (noise)		x		x			
	Leaks gaskets		x		x			
	Leaks seals		x		x			
	Pressure line (pump)		x		x			
	All clamps & shims		x		x			
	Check oil flow rate		x		x			
RESERVOIR	Oil leaks		x		x			
	Check strainer condition				x			
	Site glass		x		x			
	Suction lines (leaks)		x		x			
	Lines (leaks)		x		x			
	Check filter for metal particles				x			
	Change Oil				x			

[redacted]

(13) ADDENDUM T3 – F WASTE COMPACTORS – SCHEDULES PAGE 2

The following is a typical service sheet for a ROTOPRESS compactor. This is not to be construed as a complete list. Final service sheets will be arrived at under consideration between the service provider and the City of Cape Town.

ROTOPRESS SERVICE SHEET		
Bench No	Unit	
Drum No	Date Manufactured	
Kilometres	Inspected By	
3 MONTH (C-SERVICE)	COMPLETED	COMMENTS
General Inspection:		
1) F.O sheet - secure and intact		
2) Check all panels		
3) Check mudguards		
4) Check all electrical switches		
5) Check and secure all mounting bolts		
6) Check if drum operates at ~ 5 R.P.M. (Adjust if needed)		
7) Check if engine operates at ~ 1800 R.P.M. (Depending on ratio). Adjust if needed		
8) Check all warning stickers		
9) Check reverse time delay (2min)		
Hydraulic System Inspection:		
10) Replace Hydraulic Strainer Filter		
11) Check condition and secure of hydraulic hoses		
12) Check condition of hydraulic pump		
Ring Gear inspection:		
13) Lubricate chains		
14) Check Pinion gear condition		
15) Check depth of pinion gear to ring gear		
16) Secure all drive and ring gear (Adjust if needed)		
17) Lubricating gear		
18) Check gearbox oil and & topup if needed		
Rear Bearing inspection:		
19) Check for abnormal noise		
20) Check if dust cap is in place and in good condition		
21) Check for grease through bearing		
22) Torque all bolts at recommended settings (in Nm)		
Tailgate inspection:		
23) Check lights		
24) Check dapp		
25) Check if flow hoses are bolts, oil leaks		
27) Check tailgate seals		
28) Check tailgate locks for wear		
29) Check cone for wear		
30) Grease locking cylinder bearing, locking hooks, bat liners		

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[redacted]

(13) ADDENDUM T3 - F WASTE COMPACTORS - SCHEDULES PAGE 3		
6 MONTH (6-SERVICE)	COMPLETED	COMMENTS
33) Clean contactor plates with rag		
37) Grease front bearings		
37) Check condition of bearings		
34) Check condition of A Frame		
35) Check tightness of all nuts		
36) Check Drum operating speed		
37) Check condition of pick fingers		
38) Change Hydraulic return filter		
12 MONTH (6-SERVICE)	COMPLETED	COMMENTS
39) Drain Hydraulic Oil, Replace with new		
40) Change Hydraulic Ventalting Filter		

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[redacted]

[13] ADDENDUM 3 - WASTE CONTRACTORS - WASTE REMOVAL

WASTE REMOVAL COMPANY	ADDRESS	PHONE	WASTE REMOVED
[redacted]			

[illegible]

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INITIAL [illegible] DATE 21/4/22

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